



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, April 24, 2017 5:00 PM

305<sup>th</sup> District Court Master / Referee Courtroom, Rm. A332, 3<sup>rd</sup> Floor  
Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, TX 75212

FILED

2017 APR 18 AM 8:01

COUNTY CLERK  
DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes  
March 27, 2017
- III. Public Comment (Limited to 3 minutes per individual or organization)
- IV. Discussion Items - Juvenile Department
  - A. Directors Report
  - B. Quarterly Reports - Facilities
  - C. Juvenile Justice Alternative Education Program (JJAEP) Update
- V. Action Items - Juvenile Department
  - D. Juvenile Processing Offices – Sachse Police Department
  - E. Approval of Memorandum of Understanding between Youth Advocate Program and the Evening Reporting Center
  - F. Approval of Contract with Ellis County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
  - G. Renewal of Licensure as Substance Abuse Treatment Facilities for Substance Abuse Unit and Residential Day Treatment
  - H. Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz – 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems
- VI. Discussion Items – Academic for Academic Excellence (AAE) Charter School
  - I. Academic for Academic Excellence (AAE) Charter School Update
- VII. Action Items – Academy for Academic Excellence Charter School
- VIII. Executive Session - Juvenile Department


For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076

Subjects: -      Litigation:      Personnel:      Contracts:      Security:

Notes:

*\*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive Administrative Coordinator, Ms. Claudia Avila (214-698-2224) By 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting.*

*Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.*

  
Judge Cheryl Lee Shannon, 305<sup>th</sup> District Court  
Chairman, Dallas County Juvenile Board



# APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: March 27, 2017

DALLAS COUNTY

TIME: 5:06 p.m.

JUVENILE BOARD

PLACE: Henry Wade Juvenile Justice Department  
305<sup>th</sup> Master's Courtroom, Rm., A332, 3<sup>rd</sup> Floor  
2600 Lone Star Drive  
Dallas, TX 75212

MEMBERS PRESENT:

Judge Cheryl Lee Shannon, Chairman  
County Judge Clay Jenkins  
Judge Craig Smith  
Judge Paula Miller  
Judge Andrea Martin  
Judge Andrea Plumlee

MEMBERS ABSENT:

Commissioner John Wiley Price, Vice-Chairman  
Judge Andrea Givens-Davis  
Judge Ken Molberg

The Dallas County Juvenile Board meeting was held at the Henry Wade Juvenile Justice Department, in the 305<sup>th</sup> Master's Courtroom. At 5:05 pm Judge Cheryl Lee Shannon, Chairman noted, there were not enough members present for a therefore the meeting would start with Discussion Item A the Director's report, and once the quorum was met she would call the meeting to order.

**I. Discussion Items - Juvenile Department**

**A. Director's Report**

Dr. Smith began by informing the Board that Ms. Cynthia Wallace, Program-Training Manager in Detention, was employee of the month for January and Jose Baylon, Assistant Supervisor for District 4 was employee of the month for February. She again recognized the Black History Committee for such an outstanding job in putting on the Black History program. Dr. Smith mentioned that the proceeds raised from the program allowed the committee to give out \$6,500.00 in scholarship funds to the recipients of the Lyle B. Medlock Scholarship Award. She mentioned that some of the youth had participated in a poster contest for Black History month, and the three winners received a \$50 Walmart gift card. Dr. Smith mentioned that the Marzell Hill Center put on its first youth talent show and it was a success. She concluded by saying that Commissioner Price spoke to the boys at Medlock and Youth Village, Mr. Aubrey Hooper was a presenter on Your Life Matters, and the Dallas Chamber Symphony performed for the youth, and that all facilities participated in Black History month in a variety of ways. The Department continues to provide services for all youth and families and staff is doing an extraordinary job.

**B. Juvenile Justice Alternative Education Program (JJAEP)**

Dr. Smith informed the Board the fourth six-weeks have ended and students begin STAAR testing on March 28, 2017. School activities included Parent Conference night held on February 23, 2017, a field trip to River Ranch at Texas Horse Park, and participation in the Black History festivities. She mentioned the school provided training for the Probation Officers that showed them ways to garner resources for the

youth and their families to use during the transition back to their homeschool. She stated the Department continues to provide services and the staff is doing an outstanding job.

**II. Call to Order**

At 5:08 pm Judge Paula Miller arrived, at which time Judge Shannon acknowledged there were enough members present for a quorum and called the meeting to order.

**III. Approval of Minutes**

Judge Shannon asked for a motion to approve the minutes for both the January 23, 2017, meeting with the correct spelling of Judge Amber Givens-Davis' name, and the February 27, 2017, meeting.

- Judge Craig Smith moved to approve both minutes, Judge Paula Miller seconded; Motion passed unanimously.

**IV. Public Comments (Limited to 3 minutes per individual or organization)**

Judge Shannon noted there was no one present for public comments.

**V. Action Items - Juvenile Department**

**C. Juvenile Processing Office- Balch Springs Police Department**

Dr. Smith stated the Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Balch Springs Police Department, Room # 1 Juvenile Room and Interview Room, located at 12500 Elam Rd., Balch Springs, Texas 75180. In calendar year 2016, the Balch Springs Police Department referred 32 juveniles to the Dallas County Juvenile Department. Of the 32 referrals, 17 (53.1%) were Black, 11 (34.4%) were Hispanic, and 4 (12.5%) were White. Of the 32 referrals, 24 (75%) were male and 8 (25%) were female. Dr. Smith noted there was an error in the reporting demographics of the referrals, the actual number of referrals is 32, not 42.

- Judge Smith moved to approve Juvenile Processing Offices for the Balch Springs Department, Room #1 and Interview Room, located at 12500 Elam Rd., Balch Springs, TX., 75180, and Judge Andrea Martin seconded; Motion passed unanimously.

**D. Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 - Summer Programs for E.S.T.E.E.M. Court's Family Retreat and Community Service Restitution Summer Program:**

Dr. Smith began by informing the Board of the upcoming Girls' retreat and the need for funding for the Community Service Restitution program.

1. E.S.T.E.E.M. Retreat --\$2,500 This is held off campus and is designed to strengthen the girls' relationships with their parents/guardians by promoting awareness through educational guidance, therapeutic activities, and team-building exercises. The grant will provide funding for the participants' lodging, meals and snacks, supplies and activities, and appreciation gifts.
2. Community Service Restitution Program -- \$1,920. This funding will prevent the possible diminution of the existing summer CSR Program by replacing essential equipment and supplies, as well as address the temporary needs of our youth participating in CSR projects.

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 summer programs in the amount of \$4,420.00.



- Dr. Smith announced to the Board that Dr. Theresa Crane, the wife of the late Steve Crane, attended the last YSAB meeting and presented the Department with an additional \$10,000 for the Steve Crane Emergency Memorial Fund.
- Judge Andrea Plumlee moved to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 summer programs in the amount of \$4,420.00, and Judge Andrea Martin seconded; Motion passed unanimously.

**E. Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment program.**

Dr. Smith began by giving an overview of the ratification of CJD Grant; she explained that The Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting grant applications for FY2018 continuation funding for five Juvenile Department programs: Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program. All applications were electronically submitted on February 20, 2017. The Department requested ratification for the five (5) grant applications submitted on February 20, 2017, to CJD for continuation funding for FY2018. She then gave the breakdown of each grant as listed:

1. Drug Court: This year the Department is requesting the maximum allowed which is \$45,635.36. This award will pay for 61% of the total salary and benefits for a full-time probation officer. There is a salary match of \$17,938.29 (39%), which will be covered by Dallas County.
2. E.S.T.E.E.M. : The Department requested the same amount (\$40,868.23) in funding with a cash match of \$30,530.42 (42%) for FY2018, which will cover the cost of one full-time Functional Family Therapist. This will be year two of a three-year award.
3. FVIP: The Department requested the same amount (\$83,986.22) in funding with no cash match required for FY2018. This will be year three of a three-year award.
4. Mental Health Court: The Department requested the same amount (\$72,184.28) in funding with a cash match of \$5,000 to cover the 5% increase for FY2018. This will be year three of a three-year award.
5. RDT: This year the Department requested the same amount of \$125,744 with a 25% cash match requirement. This award will pay for 52% of the total salary and benefits for one full-time drug intervention specialist and 100% of the total salary and benefits for two full-time drug intervention specialists.

Dr. Smith stated the Department is requesting grant funding totaling \$368,418.09 for FY2018. It is recommended that the Dallas County Juvenile Board ratify the submission of the continuation grant applications for FY2018 to the Criminal Justice Division of the office of the Governor submitted on February 20, 2017.

- Judge Shannon asked, if a representative from the Governor's office had visited any of the other Diversion courts, as she was aware of the visit to the E.S.T.E.E.M. court. Dr. Smith replied she was not aware of any other visits from the governor's office.
- Judge Miller moved to approve the Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment program, and Judge Smith seconded; Motion passed unanimously.

**F. Ratification to Accept Funds from the TJJD Request for Funding Supplemental and Emergent Needs.**

Dr. Smith informed the Board DCJD submitted a funding request and was awarded funding in the amount of \$30,650.51 for various items of equipment to assist staff with training and improve services for our youth. Equipment requested includes: translation equipment to assist all clinical units with providing individual and family therapy; tablets to provide the ability for Special Needs Unit Probation Officers to access and input vital information while they are active in the field; multimedia tools (such as a projector, camcorder, and tripod) to assist in providing training and presentations to promote continuing education in keeping youth first; and, video security cameras in order to promote and maintain student safety at the Juvenile Justice Alternative Education Program location. Dr. Smith then stated, it is recommended that the Dallas County Juvenile Board approve the ratification to accept funds from the Texas Juvenile Justice Department request for funding supplemental and emergent needs and authorize purchase of items according to itemized listing, miscellaneous briefing, and budget breakdown.

- Judge Miller moved to approve the Ratification to Accept Funds from the TJJD Request for Funding Supplemental and Emergent Needs, Judge Smith seconded; Motion passed unanimously.

**G. Juvenile Department Administration Policy and Procedures Revision 2017.**

Dr. Smith stated it is recommended that the Dallas County Juvenile Board approve the Administration Policy and Procedures Revisions. It is further recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed prior to the next annual review and that a copy of the updated Administration Policy Revisions and a red line version outlining all changes made were provided to Administrative Legal Advisor Ms. Denika Caruthers for review. Ms. Caruthers approved both documents as to form. Dr. Smith added that the Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed prior to the next annual review.

- Judge Smith moved to approve the Juvenile Department Administration Policy and Procedures Revision 2017, and Judge Miller seconded; Motion passed unanimously.

**H. Summer School 2017 for Juvenile Justice Alternative Education Program**

Dr. Smith began by stating the Texas Juvenile Justice Department (TJJD) approved funding for 2017 summer school programs and the requirements are as follows: 1) operate a minimum of 15 days; 2) any unspent funds from regular school year must be used prior to additional funds allocated; 3) days funded will only be for mandatory students; and 4) programs may operate a half-day (minimum of 3.5 hours). The primary academic focus of the summer school program will be accelerated instruction for middle school students under the Student Success Initiative (SSI). The Juvenile Department is requesting approval for summer school at the JJAEP to begin June 5, 2017, and end June 23, 2017. The cost is not to exceed \$3,262 and to be paid from JJAEP fund #7201.

- Judge Miller moved to approve Summer School 2017 for Juvenile Justice Alternative Education Program with a cost not to exceed \$3,262 paid from JJAEP fund #7201, and Judge Smith seconded; Motion passed unanimously.
- The Chairman recognized Judge Clay Jenkins' arrival at 5:20 pm.

**I. 2017-2018 School Calendar for the Dallas County Juvenile Justice Alternative Education Program**

Dr. Smith stated the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). Those requirements include at least 180 days of instruction, grading periods with approximately an equal number of instructional days, identified staff training days, holidays, and two inclement weather days. After the approval of the calendar, a copy of the 2017-2018 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), TEA and the Region 10 Education Service Center. She then stated it is recommended the Dallas County Juvenile Board approve the 2017-2018 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

- Judge Plumlee moved to approve the 2017-2018 School Calendar for the Dallas County Juvenile Justice Alternative Education Program, and Judge Miller seconded; Motion passed unanimously.
- Judge Shannon stated for the record that Action Items J and K would be discussed during Executive Session and brought back for voting later in the meeting.
- The Chairman said she would entertain a motion to recess as the Dallas County Juvenile Board,.
- Judge Plumlee moved to recess as the Dallas County Juvenile Board, and Judge Miller seconded; Motion passed unanimously.
- Judge Shannon entertained a motion to convene as the Academy for Academic Excellence Charter School (AAE).
- Judge Plumlee moved to convene as the Dallas County Juvenile Board, and Judge Miller seconded; Motion passed unanimously.

**VI. Discussion Items - AAE Charter School****L. AAE Charter School Update**

Dr. Smith reiterated the school participated in the Black History program. She also mentioned that 37 families benefitted from the Food Bank, and 5 families took advantage of the clothing closet. She stated the Department continues to provide services for youth and their families. She also mentioned the wonderful job performance of staff.

**VII. Action Items — AAE Charter School****M. 2017-2018 School Calendar for the Academy for Academic Excellence.**

Dr. Smith stated the Academy for Academic Excellence Charter School (AAE) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). House Bill (HB) 2610, passed by the 84th Texas Legislature, amends the Texas Education Code (TEC) 25.081, by striking the language requiring at least 180 days of instruction and replacing this language with language requiring districts and charter schools to provide at least 75,600 minutes of instruction (including intermissions, recess, etc.). AAE's calendar surpasses the minimum requirements set by the state on days and minutes. After the approval of the calendar, a copy of the 2017-2018 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), Texas Education Agency (TEA) and the Region 10 Educational Service Center.

Dr. Smith then stated it is recommended that the Academy for Academic Excellence Charter School Board approve the 2017-2018 School Calendar for the Academy for Academic Excellence, as presented.

- Judge Miller moved to approve the 2017-2018 School Calendar for the Academy for Academic Excellence, and Judge Plumlee seconded; Motion passed unanimously.

**N. Academy for Academic Excellence Budget Amendment 2: Additional revenue, line item adjustment and summer school proposal.**

Dr. Smith informed the Board the original FY 2017 budget for the Academy of Academic Excellence (AAE) was presented to the School Board and approved on July 25, 2016 (Board Order #2016-071). On January 23, 2017, the Charter School Board approved Budget Amendment #1 (Court Order #2017-009), on maximum entitlements and line item adjustments. This brief seeks approval to accept additional revenue, make line item adjustments and authorize the 2017 summer school proposal for Title I Part A (7502) funds granted to AAE in the amount of \$71,350.00. She then asked the Board to approve the Academy for Academic Excellence Budget Amendment 2: Additional revenue, line item adjustment, and summer school proposal.

- Judge Miller moved to approve the Academy for Academic Excellence Budget Amendment 2: Additional revenue, line item adjustment, and summer school proposal, Judge Plumlee seconded; Motion passed unanimously.
- Judge Shannon said she'd entertained a motion to recess as AAE.
- Judge Plumlee moved to recess as AAE, and Judge Paula Miller seconded; Motion passed unanimously.
- Judge Miller moved to reconvene as the Dallas County Juvenile Board, and Judge Plumlee seconded; Motion passed unanimously.

**VIII. Executive Session**

- Judge Shannon informed the audience the Board would enter into Executive Session and asked all present to leave the courtroom.
- Executive session ran from 5:26pm -5:47pm, at which time Judge Shannon called the meeting back in to open session.
- The Chairman informed the audience for the record, there were no votes taken during Executive Session, and only discussions pursuant to what is allowed for purposes of the Executive Session took place. Judge Shannon then directed the Board to Action Item J.

**J. Request to extend the existing Residential and Non-Residential Services Contract**

Dr. Smith informed the Board the Juvenile Department released RFP Nos. 2017-018-6642 and 2017-019-6643 for residential and non-residential services, respectively, on December 12, 2016 through the Dallas County Purchasing Department. A total of twenty-three (23) non-residential proposals and nineteen (19) residential proposals were received by the Purchasing Department before the 2:00pm, January 9, 2017, deadline for proposal submission. It is recommended that the Dallas County Juvenile Board approve the recommendation by the Juvenile Department to extend the existing residential and non-residential services contracts for the period of April 1, 2017 – May 31, 2017. If approved, the April 1, 2017 - May 31, 2017 extension period will allow sufficient time to effectively and efficiently complete the RFP processes. In addition, the contract extension will allow youth involved in the contracted programs to discharge as scheduled, without an interruption in services/treatment.

- Judge Jenkins moved to approve the request to extend the existing Residential and Non-Residential Services Contract, and Judge Smith seconded; Motion passed unanimously.

**K. Any subsequent action deemed necessary as a result of VIII- Contracts – RFP#2017-18-6642**

- Judge Shannon stated for the record that Item K was included in J and therefore needed no discussion.
- Judge Shannon entertained a motion to adjourn the Dallas County Juvenile Board Meeting
- Judge Plumlee moved to adjourn, and Judge Miller seconded; Motion passed unanimously.
- Dallas County Juvenile Board meeting adjourned at 5:49 pm.





# PUBLIC COMMENT III.



# DISCUSSION ITEMS IV.



**DISCUSSION**

**ITEM**

**A.**

## DIRECTOR'S REPORT

April 2017

The Juvenile Department recognized outstanding departmental employee for March 2017. **DCJD Employee of the Month:** Torosha Allen (from the Medlock Center).

### **PROBATION SERVICES DIVISION**

Supervisors and Assistant Supervisors attended training on March 28, 2017 regarding revisions to the 2017 Probation Services Policies and Procedures Manual. Melissa Vega-Bailey, Probation Officer at District 3, was recognized for twenty years (20) of service with the Department.

### **Community Service Restitution (CSR) Update:**

Throughout the month of March 2017, two hundred and fifty-five (255) youth completed a total of one thousand two hundred and ninety-three (1,293) Court Ordered CSR hours at various approved CSR sites in Dallas County. A supervised Community Service Restitution project was held at the World Vision, Salvation Army Dinner Feeding, Sigma Gamma Rho Youth Symposium, and Texas Youth Workforce resulting in the completion of four hundred and eighty-one (481) CSR hours by one hundred and one (101) youth.

### **PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred 60 youth for psychiatric services during March. A total of 63 psychiatric consultations were performed with 33 of those being follow-up consultations. Of the 30 initial psychiatric consultations performed: 21 resulted in no medication being prescribed, 4 had already been prescribed psychotropic medications and continued those, 5 youth was already prescribed psychotropic medication and the medication was discontinued, and 0 were started on medication.

### **INSTITUTIONAL SERVICES DIVISION**

#### **DETENTION CENTER**

##### **Program News and Updates:**

Twenty-one youth in RDT and START completed the Teens @ Work (Succeeding @ Work) program, received certificates and celebrated with a pizza party. The 1.5-2hr class included lecture, role-play and practice in Customer Service, Professionalism, Resume Writing, Work Ethics, Interview Techniques and more.

##### **Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours for March 2017:** Volunteers: 79  
Total Hours: 262.

Dallas County Health and Human Services tested/counseled 0 residents, 0 positive for Syphilis and 0 positive for HIV.

**Volunteer Programs:** Other Programs: Lend-an-Ear.

<b>DETENTION CENTER</b>			
<b>Detention</b>	<b>Feb</b>	<b>Mar</b>	<b>YTD</b>
Admissions	241	263	751
Releases	227	256	715
ADP	163	170	159
Detention Hearings	434	494	1335
TYC/Placement Trips	11	10	39
Local trips	123	81	282
Youth transported	51	8	134
<b>START</b>	<b>Feb</b>	<b>Mar</b>	<b>YTD</b>
Admissions	7	12	24
Releases	8	10	28
Successful	8	10	25
Unsuccessful	0	0	3
Administrative	0	0	0
ADP	20	21	23



**Life/Social Skill Programs:** Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work; Traffick911 – TRAPS (Traps of a Trafficker); NTRUPT – Making Proud Choices.

**Spiritual Enrichment/Ministry Bible Study:** Covenant Church, A-Team, Snickers Church (formally Gospel Lighthouse), Children's Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC.

**Life & Social Skills/Spiritual Enrichment Combo:** MTO Leadership Development (Ministry through Originality); I Am Second; More Than Jewels.

**Chaplain's Report:** Counsel/Prayer: visited several units Detention and Post.

### **March Special Programs/Events:**

Movie Night: Movies and refreshments made possible by Snickers Church

- Seasons of Gray
- A Dangerous Call

Friday Night Socials - made possible by Covenant Church Juvenile Ministry

- Residents attending Socials: Honors Girls, Honors Males and RDT Girls

## **MARZELLE C. HILL TRANSITION CENTER**

**Program and Residents Activities:** On Saturday, March 11, the residents participated on the Spring Break Basketball Tournament. During their spring break, they participated in various activities, such as bingo, video games and domino. Also, they had a spelling bee contest.

**Medical Services:** There was zero (0) medical issue during the month of March 2017 that required off-site transport.

**Volunteer Services:** 4 groups including 10 individuals provided a total of 22 hours of service.

HILL CENTER			
	Feb	Mar	YTD
Admissions	28	37	91
ADP	28	31	31
Releases	28	40	95
Total Youth Served	59	67	122

## **MEDLOCK CENTER**

**New Initiatives:** Ombudsman Allen Wallace conducted his bi-monthly PREA site visit on Thursday, March 23, 2017. According to Mr. Wallace, he did not find anything that caused him concern during this visit. The residents participated in Spring Break activities that were not prohibited by weather conditions and participated in a thorough facility cleaning project.

Twelve youth participated and successfully completed the Food Handler's Class and were awarded their Food Handler's Certificates.

**Activities:** Life Quest Essential, Potter's House, Pleasant Valley Baptist Church provided volunteer services during the month.



**Medical Services:** Twelve (12) youth were transported from Medlock to the Dr. Jerome McNeil Detention Center for routine dental care. Two (2) youth via transport went to Children's Medical Center and five (5) youth were transported to Parkland Hospital for follow up medical care. One youth was taken via transport to his independent dental appointment. One was transported for a court hearing.

**Volunteer /Intern Hours:** Thirteen (13) volunteers provided thirty four (34) hours of service. The Chaplain provided one and a half (1.5) hours of service. There were thirty five and one half (35.5) hours of volunteer service provided for this month.

**TJJD Reports:** No reports were submitted to TJJD in March.

**Staff:** Participated in Incident Report Writing training that was provided by Manager, Jose Miranda. Probation Officer Ms. Lori Husch was recognized for fifteen years of Service to the Juvenile Department, and Juvenile Supervision Officer Ms. Touissant Harkless was recognized for five years of Service as well.

<b>MEDLOCK CENTER</b>			
	<b>Feb</b>	<b>Mar</b>	<b>YTD</b>
<b>Total</b>			
Admissions	6	5	14
Released	6	7	20
Successful	4	7	18
Unsuccessful	2	0	2
Administrative	0	0	0
ADP	45	44	46
Total Youth Served	50	49	62
<b>MEDLOCK STARS</b>			
	<b>Feb</b>	<b>Mar</b>	<b>YTD</b>
Admissions	1	2	6
Releases	2	1	4
Successful	0	1	2
Unsuccessful	2	0	2
Administrative	0	0	0
Total Youth Served	30	30	90

## YOUTH VILLAGE

**On Campus:** Family Training, Concord Ministries Program, Horticulture Program, PREP Program, Culinary Arts/Food Handlers Program, Career Management Class and Art Therapy Program.

The Dallas Chamber Symphony performed for the resident; using music as means to promote positive change in residents.

**Off Campus:** Six (6) residents were transported to Juvenile Detention Center for dental care. Three (3) residents were transported to Detention for Review Hearings. Two (2) residents were transported to individual dental appointments. Three (3) residents were transported to work at the Café Momentum Restaurant.

**Volunteer /Intern Hours:** Three (3) individual volunteers provided seventy-eight (78) hours. Two (2) chaplains provided one (1) hour of service. Twelve (12) group program volunteers provided one-hundred-thirty-six (136) hours of service for a total of two-hundred-fourteen (215) hours for the month of March.

<b>YOUTH VILLAGE</b>			
	<b>Feb</b>	<b>Mar</b>	<b>YTD</b>
Admitted	6	9	17
ADP	29	29	29
Total Youth Served	37	38	47
Releases	8	5	14
Successful	6	5	12
Unsuccessful	2	0	2
Administrative Rel.	0	0	0

**Training:** Staff received Online/Web training to assist with retaining re-certification training hours. Suicide Prevention Training was facilitated by Dr. Maxey and Dr. Maliti from Psychology Department.

**Medical Services:** Fifteen (15) residents were seen for sick call requests. Six (6) residents were transported to dental appointments at the Juvenile Detention Center; Fifteen (15) residents were treated at the Med Van and ten (10) residents were seen by Mental Health Provider on campus.

**Religious Programs:** Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible, Shady Grove Baptist Church and Concord Baptist Church.

**Account of Reportable Injuries:** There were no reportable injuries for the month.

**Escape/Furlough:** There were no runaways or youth who failed to return from their home furloughs for the month.

## LETOT CENTER

**Community Initiatives:** Non-Residential Services received 62 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently three youth and families attending ESTEEM Court this month. Zero youth began services, one completed, one was unsuccessfully discharged, and zero was neutrally discharged. Four youth were referred this month. Aim, Functional Family Therapy, and Clinical have been providing services. ESTEEM Court held two activities for the girls during Spring Break. On March 14, 2017, the girls had lunch at El Fenix and visited the Perot Museum. On March 17, 2017, they had lunch at Chipotle and visited the Dallas World Aquarium.

LETOT CENTER			
Residential	Feb	Mar	YTD
Admissions	20	22	64
Releases	22	23	64
ADP	25	24	25
Total Youth Served	46	46	87
<b>Intake/Orientation</b>			
Admissions	73	73	209
Releases	72	75	208
ADP	1	1	1
Total Youth Served	75	76	209

**Residential Services:** Why Try Topics: (1) Reality Ride – a roadmap for residents to identify the challenges and goals in their lives; (2) Motivation – teaches residents a formula to turn their challenges into a source of power. (3) Tearing off My Labels – how to remove the negative perceptions and labels that we allow others to put on us; (4) Defense Mechanisms- looking at what our defense mechanism are and how to change them; (5) Climbing Out - helps residents identify a problem area and the support they have to change the problem.

**Medical Services:** Residential: Health Screens – 19, Call Backs – 2, Doctor's visits -21.

**Volunteer Services:** Faith Based Volunteers: worship and religious study –7 volunteers, 5 hours; Life Skills Volunteers: visiting and teaching -20 volunteers, 17 hours; Special Events: 1 volunteer, 1 hour.

**Clinical Services:** In the Residential Unit, Clinical Services held 5 process groups with male youth (9 residents) and 7 process groups with female youth (26 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the system. Residential rounds consisted of clinical team making one to two rounds daily to speak with the youth and JSO's. The daily rounds allowed the Clinical team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (34 rounds).

## LETOT RESIDENTIAL TREATMENT CENTER

**Drug Education:** Is being provided by the Dallas County Juvenile Department's Substance Abuse Unit.

**Social Skills:** Teaching anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, and assignments.

Volunteer Groups:

**Epic Yoga:** Residents participating in yoga once a week to engaging in the physical, mental, and spiritual practice of relaxing.

**St. John Church (Mr. Charles)** - Residents are able to participate in bible study and religious activities if they choose.

**Concord Church-** Met with the residents and provided life skills and religious activities if they choose.

**In Spirit and Truth (Concordia Weir)** - Residents participate in mini workshops which include; dance, writing and music/singing.

LETOT RTC			
	Feb	Mar	YTD
Admission	4	4	9
Releases	1	1	7
ADP	12	13	12
Total Youth Served:	13	16	22

**Birthday Club** - Residents birthdays are recognized monthly, all residents that have a birthday that month receive a cake and a gift.

Enrichment Programs:

**Culinary Arts Program:** opportunity to earn "Servsafe Food Handlers" certificate, possible internship at Café Momentum upon release.

Culinary classes included; Residents were able to make homemade tomato sauces, bake potato bar, Soul Food cuisine, healthy eating of turkey burgers with a vegetable salad and explore making food from around the world.

**Horticulture:** Residents learning responsibility by planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants.

**Field Trips:** Residents participated at the Salvation Army volunteering with their HT (Horticulture Therapy) class.

Residents went to Shared Housing Women's Shelter and participated in a service learning project which is part of HT (Horticulture Therapy) class.

Residents continue to volunteer at the Parson Nursing Home as part of a service learning project with HT (Horticulture Therapy) class.

Two (2) Residents were able to participate in a lunch outing at Olive Garden as an incentive for positive behavior and level eligibility.

Seven (7) Residents went on a field trip to the Mary Kay Corporate Building as part of the Culinary Arts Program.

**Medical Services:** Residential: Health Screens – 0, Call Backs – 0, Doctor's visits -6.

**Volunteer Services:**

Faith Based Volunteers: Worship and religious study – 13 volunteer, 20 hours; Life Skills Volunteers: visiting and teaching – 4 volunteers, 15 hours; Special Events: 0 volunteers, 0 hour.

Yoga group: All residents participated in 2 yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. The girls have learned grounding techniques by participating in yoga that help them re-connect with their bodies and feel a sense of safety and self-efficacy.

**Clinical Services:**

All residents received individual therapy (total of 81.75 hours). Family therapy was offered to all families. Due to schedule conflicts, therapists provided family therapy to 11 families (25.75 client-contact hours) and six parents received parent therapy (8.25 client contact hours). The clinical team also provided crisis intervention (approximately 35 client-contact hours) and clinical rounds (128.85 client contact hours). Clinical rounds consist of each clinical team member engaging with the youth and staff, checking in, and providing support throughout the day.

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Eight My Life My Choice groups focused on prevention of exploitation and increased self-efficacy. Clinicians conducted nine art groups this month which primarily focused on open studio, painting, learning a new technique using tape, and self-image. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Eight coping skills group were provided. These groups focused on mindfulness. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing healthy and unhealthy relationships and relationship dynamics. Eight girl empowerment groups focused on improving boundaries, communication, respect, stereotypes, and healthy relationships. One process groups was provided in order to allow residents to practice working through difficult emotions, interpersonal difficulties, and implement skills learned in other clinical groups. We also started a meditation group for the girls to engage in self-reflection and emotional regulation. There were two groups provided in March 2017. Ten residents attended bi-weekly drug education groups.

**Psychiatric Services:**

At Letot RTC, three residents were referred for a psychiatric re-evaluation due to increased irritability, frequent fluctuations in mood, difficulty sleeping, and other medication side-effects. Two residents were seen for follow-up appointment to monitor their medication. Follow-up appointments are typically scheduled every three months. All five residents were seen by the psychiatrist. All but one resident was prescribed medication due to this youth struggling with sleep difficulties. These youth are on medication to treat unspecified impulse control disorders, unspecified trauma- related disorder, ADHD, oppositional defiant disorder, depression, and anxiety.











**DISCUSSION**

**ITEM**

**B.**

# Dr. Jerome McNeil Jr. Detention Center

## 1st Quarter Report 2017

The Dr. Jerome McNeil, Jr. Detention Center is registered by the Texas Juvenile Justice Department and has the capacity to house 232 youth. 1<sup>st</sup> quarter statistics for the facility are:

Incident Description (Performance Measures)	Jan	Feb	Mar	Quarter Total
Physical Restraints	43	26	34	<b>103</b>
Mechanical Restraints	18	8	10	<b>36</b>
Escape - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	1	0	0	<b>1</b>
Suicide Gesture - Serious Incident	1	0	0	<b>1</b>
Attempted Suicide - Serious Incident	10	1	0	<b>11</b>
Reportable Injury - Serious Incident	0	0	0	<b>0</b>
Staff Injuries	1	3	1	<b>5</b>
Youth on Youth Physical Assault - Serious Incident	2	0	1	<b>3</b>
Youth on Youth Sexual Conduct	0	0	0	<b>0</b>

**Account of Reportable Injuries: NONE**

### **Suicidal attempts Incident:**

1-3-2017 Resident S.C. tied the elastic from her underwear around her neck. The resident was placed on paper gown status. Resident S.C. attempted to tie the paper gown around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

1-4-2017 Resident S.C. was observed with a paper gown around her neck. The resident was placed on Paper Gown status per Psychology. No additional Medical treatment required.

1-7-2017 Resident S.C. was observed with her pants tied around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

1-8-2017 Resident S.C. was tying her paper gown around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

1-9-2017 Resident S.C. was observed draping her blanket around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

1-9-2017 Resident S.C. had her blanket wrapped around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

1-10-2017 Resident S.C. was observed with her blanket around her neck. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.



## Lyle B. Medlock 1st Quarter Report 2017

Lyle B. Medlock Treatment Facility is registered by the Texas Juvenile Justice Department and has the capacity to house 96 youth. 1<sup>st</sup> quarter statistics for the facility are:

Incident Description (Performance Measures)	Jan	Feb	Mar	Quarter Total
Physical Restraints	2	2	1	5
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct (Non- Contact)	0	0	0	0

### Account of Reportable Injuries:

Jan. 2017: None

Feb. 2017: None

Mar. 2017: None

## Dallas County Youth Village 1st Quarter Report 2017

The Dallas County Youth Village is registered by the Texas Juvenile Justice Department and has the capacity to house 72 youth. 1<sup>st</sup> quarter statistics for the facility are:

<b>Incident Description (Performance Measures)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Quarter Total</b>
Physical Restraints	4	6	1	<b>11</b>
Mechanical Restraints	0	0	0	<b>0</b>
Runaway - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	0	0	0	<b>0</b>
Suicide gesture - Serious Incident	0	0	0	<b>0</b>
Reportable Injury - Serious Incident	0	0	0	<b>0</b>
Youth on Youth Physical Assault - Serious Incident	0	0	0	<b>0</b>
Youth on Youth Sexual Assault - Serious Incident	0	0	0	<b>0</b>
Attempted Suicide - Serious Incident	0	0	0	<b>0</b>
Staff Injuries Requiring Medical Treatment	0	0	0	<b>0</b>

**Account of Reportable Injuries:** None

**Runaway:** None

**Staff Injuries:** None

**Suicide Gesture:** None



## Letot Center 1st Quarter Report 2017

The Letot Center is registered by the Texas Juvenile Justice Department and has the capacity to house 40 residents (Orientation and Residential programs). 1<sup>st</sup> quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Quarter Total</b>
Physical Restraints	1	2	1	4
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	1	0	4	5
Attempted Escape - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	2	3	5
Youth Sexual Conduct - Serious Incident	0	0	0	0
Resident Injuries Requiring Medical Treatment	4	0	0	4
Staff Injuries Requiring Medical Treatment	0	0	0	0

### Account of Reportable Injuries:

Jan. 2017: None

Feb. 2017: None

Mar. 2017: None

## Letot Residential Treatment Center

### 1st Quarter Report 2017

The Letot Residential Treatment Center is registered by the Texas Juvenile Justice Department and has the capacity to house 96 residents. 1<sup>st</sup> quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Quarter Total</b>
Physical Restraints	4	0	1	5
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	2	0	0	2
Attempted Escape - Serious Incident	0	2	2	4
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	1	1
Youth Sexual Conduct- Serious Incident	0	0	0	0
Resident Injuries Requiring Medical Treatment	4	3	1	8
Staff Injuries Requiring Medical Treatment	2	0	1	3

#### Account of Reportable Injuries:

Jan. 2017: None

Feb. 2017: None

Mar. 2017: None

## **Dallas County Juvenile Justice Alternative Education Program 1st Quarter Report 2017**

The Dallas Juvenile Justice Alternative Program statistics were as follows:

<b>Incident Description (Performance Measures)</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Quarter Total</b>
Physical Restraints	1	0	0	1
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth on Youth Sexual Assault - Serious Incident	0	0	0	0
Suicide gesture	0	0	0	0
Staff Injuries Requiring Medical Treatment				

**Account of Reportable Injuries:** None

**Staff Injuries:** None

**Suicide Gesture:** None



# DISCUSSION ITEM C.





## **JJAEP MARCH MONTHLY REPORT**

### **Director's Report Juvenile Justice Alternative Education Program – March 2017**

March 6<sup>th</sup> kicked off the Texas English Proficiency Assessment System (TELPAS) for all grades. TELPAS fulfills federal requirements for assessing English language proficiency of English Language Learners (ELLs) in four (4) language domains: listening, speaking, reading and writing.

JJAEP has fourteen (14) University of Texas at Arlington (UTA) volunteers. The UTA volunteers assisted students in preparation for STAAR testing.

JJAEP is planning and strategizing for the second annual summer camp for non-adjudicated youth. Students and teachers were off for Spring Break, March 13-17.

### **Latest Enrollment      65**

#### **Campus at a Glance**

March began with testing our English Language Learners. While instruction continued throughout March, during the week of March 6<sup>th</sup>, all students also participated in writing across the curriculum activities. There were ten students whose work was rated for TELPAS testing purposes. Additionally, these students participated in the online TELPAS Reading test.

Our University of Texas at Arlington (UTA) volunteers continued to support our students with STAAR preparation, but expanded their help by providing additional support in the math and English classes as well. Students are able to receive more immediate and personal help with their writing assignments and math word problems.

Friday March 10<sup>th</sup>, we recognized 14 students that reached perfect attendance and/or A/B honor roll.

On March 22<sup>nd</sup>, the faculty was trained on STAAR testing procedures and test security. Our 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students, as well as those high school students needing to test for the English I and II End of Course (EOC) tests, participated in standardized assessments that began on March 28<sup>th</sup>. By all accounts, students took their time and were very intent on doing their best on these assessments.

Also on March 22<sup>nd</sup>, Mrs. Ramos hosted a meeting with the North Texas district representatives to begin the conversation on ways in which we can improve the transition of students from the Academy for Academic Excellence to their home districts. This was a very productive meeting where Mrs. Ramos shared the extended purposes of each educational campus and generated some concrete ideas shared by some of the district representatives. We were pleased that nine of the fourteen school districts attended this informational meeting.

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

ACTIVE ENROLLMENT								
Student Enrollment as of :	3/31/2017	Total Enrollment:	66					
Students on Probation/Spv.:	34	51.52%						
OFFENSE STATUS								
Disc.:	23	34.85%	Mand.:	43	65.15%	Plmt.:	0	0.00%
DEMOGRAPHICS								
Category			Category					
GENDER			DISTRICT	Number	Percent			
Male			CFB-904	0	0.00%			
Female			CHISD-904	1	1.52%			
57	86.36%	9	13.64%	Coppell-992	1	1.52%		
GRADE	Number	Percent	Coppell-992	1	1.52%			
3	0	0.00%	Desoto-906	4	6.06%			
4	1	1.52%	DISD-905	12	18.18%			
5	1	1.52%	Duncanville-907	5	7.58%			
6	4	6.06%	Garland-909	10	15.15%			
7	4	6.06%	GPISD-910	9	13.64%			
8	8	12.12%	HPISD-911	0	0.00%			
9	25	37.88%	IRVING-912	5	7.58%			
10	15	22.73%	Lancaster-913	5	7.58%			
11	7	10.61%	Mesquite-914	11	16.67%			
12	1	1.52%	RISD-916	3	4.55%			
	66	100.00%	Sunnyvale-919	0	0.00%			
				66	100.00%			
AGE	Number	Percent	ETHNICITY	Number	Percent			
10	1	1.52%	African American	33	50.00%			
11	4	6.06%	Asian	1	1.52%			
12	3	4.55%	Caucasian	3	4.55%			
13	6	9.09%	Hispanic	29	43.94%			
14	12	18.18%	Native American	0	0.00%			
15	16	24.24%		66	100.00%			
16	13	19.70%						
17	7	10.61%						
18+	4	6.06%						
	66	100.00%						
OFFENSE DESCRIPTIONS				Number	Percent			
D-12	Serious Misbehavior			10	15.15%			
D-14	Misdemeanor Drugs			1	1.52%			
D-15	Felony Criminal Mischief			0	0.00%			
D-16	Court/County Placement			0	0.00%			
D-17	Assault Against Employee			1	1.52%			
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			0	0.00%			
D-19	False Alarm/Terroristic Threat			7	10.61%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary			4	6.06%			
M-01	Weapons/Firearms			11	16.67%			
M-02	Weapons other than Firearm			7	10.61%			
M-03	Aggravated Assault			8	12.12%			
M-04	Sexual Assault			0	0.00%			
M-05	Aggravated Sexual Assault			0	0.00%			
M-06	Arson			1	1.52%			
M-07	Murder Offenses/Manslaughter			0	0.00%			
M-08	Indecency with a Child			0	0.00%			
M-09	Aggravated Kidnapping			0	0.00%			
M-10	Felony Drugs			16	24.24%			
M-11	Retaliation Against Any Employee			0	0.00%			
M-12	Aggravated Robbery			0	0.00%			
P-16	Court Placement			0	0.00%			
				66	100.00%			
DETENTION; PLACEMENT or WARRANTS:				2	3.03%			
SPECIAL EDUCATION STUDENTS:				13	19.70%			
Avg. Daily Attendance:		55	82.94%	Cum. SY Daily Attendance:		65	87.89%	

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**2016-2017 School Year**

The month of March began with 67 students and ended with 66 students enrolled to attend the Dallas County's JJAEP. On average, there were 55 or 82.94% of the students attending on any given day in March. Of the 66 students enrolled at month end, there were 23 discretionary referrals; 0 placement; and 43 mandatory referrals.





# ACTION ITEMS

V.



# ACTION ITEM

## D.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Dr. Terry S. Smith**  
Director Juvenile Services  
Chief Juvenile Probation Officer

**Henry Wade Juvenile Justice Center**  
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

**MEMORANDUM**

**Date:** April 24, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Processing Office – Sachse Police Department

**Background of the Issue:**

Amendments passed during the 77<sup>th</sup> Legislative Session assign the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and apprise the agency of their obligations and responsibilities when processing juveniles at the approved site.

**Impact on Operations and Maintenance:**

The Sachse Police Department maintains Juvenile Processing Offices, Rooms PS116 and PS118, located at the Sachse Police Department, 3815 Sachse Rd., Sachse, Texas 75048. The area was previously designated as an approved Juvenile Processing Office on April 27, 2015, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Sachse Police Department Juvenile Processing Offices, Rooms PS116 and PS118 located at the Sachse Police Department, 3815 Sachse Rd., Sachse, Texas 75048 were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on March 29, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas are clearly identified with affixed signage.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Lt. Marty Cassidy, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Sachse Police Department referred 5 juveniles to the Dallas County Juvenile Department. Of the 5 referrals, 2 (40%) were Black, 2 (40%) were White, and 1 (20%) was Hispanic. Of the 5 referrals, 4 (80%) were male and 1 (20%) was female.

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.*

**Strategic Plan Compliance:**

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates.

**Legal Impact:**

Law enforcement agencies must follow the Texas Family Code and Code of Criminal Procedure guidelines when processing youthful offenders.

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

*SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.*

*SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"*

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities related to taking a child into custody, said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.

- (5) All administrative steps necessary subsequent to taking a child into custody.

**Recommendation:**

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Sachse Police Department, Rooms PS116 and PS118, located at 3815 Sachse Rd., Sachse, Texas 75048.

**Recommended by:**



Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

**JUVENILE PROCESSING OFFICE DESIGNATIONS  
DALLAS COUNTY JUVENILE BOARD  
(Revised 3/7/17)**

- |  |   |
|--|---|
| 1) Addison Police Department<br>Juvenile Processing / Briefing Room<br>4799 Airport Parkway<br>Addison, TX 75001 972-450-7120<br>Detention Supervisor, Mr. Michael Meharg  | 7) Cedar Hill Marshal's Office<br>285 Uptown Boulevard, Room 7108<br>Cedar Hill, TX 75014<br>Marshall Leland Herron 972 291-1500 Ext.1048   |
| 2) Barbara Bush Middle School<br>room #D103 labeled as "Certified Juvenile<br>Processing Room"<br>515 Cowboy Parkway<br>Irving, TX 75063<br>Lt. Justin Essary ( <a href="mailto:jessary@dcschools.com">jessary@dcschools.com</a> )<br>972-915-6429 | 8) Charlton Methodist Medical Center<br>3500 W. Wheatland-Juvenile Processing Office<br>Dallas, TX 75203<br>Deputy Chief Howard Hollins 214-947-7711  |
| 3) Balch Springs Police Department<br>Room #1 Juvenile Room and Interview Room<br>12500 Elam Road<br>Balch Springs, TX 75180<br>Sgt. Walts 972-557-6036 Cell 469-853-3958  | 9) City of Combine Municipal Court<br>Combine Police Department<br>Judge's Office, Chief's Office<br>123 Davis Rd. Combine, TX 75159<br>Chief of Police Jack Gilbert<br>972-476-8790 (office) / 214-212-5103 (cell) |
| 4) Baylor Health Care Dept. of Public Safety<br>Police Supervisors Room, Room 100.10-100.13<br>4005 Crutcher Street, Ste 100<br>Dallas, TX 75246 214-820-6193<br>Asst. Chief Jesse Gomez/Det. Marlena Colvin                                       | 10) Cockrell Hill Police Department<br>Juvenile Processing Office<br>4125 W. Clarendon Drive<br>Dallas, TX 75211<br>Lt. Heraldo Hinojosa 214-939-4141   |
| 5) Carrollton Police Department<br>Rooms 157-JPO1,138-JPO2<br>137-JPO3,136-JPO4, 135-JPO5<br>2025 Jackson Road<br>Carrollton, TX 75006<br>Sgt. Sheldon Blackwell 972-466-4328  | 11) Coppell Police Department<br>Room 125/ Juvenile Processing Room<br>130 S. Town Center Blvd.<br>Coppell, TX 75019<br>Sgt. Bill Camp 972-304-3593   |
| 6) Cedar Hill ISD Police Department<br>Briefing/Training Office<br>Door 5A entrance, Room 1 & 2<br>504 E. Beltline Rd.<br>Cedar Hill, TX 75104<br>Lt. Eddie Thompson 469-272-2088  | 12) Dallas County Hospital District P.D.<br>Police Roll Call Room<br>5201 Harry Hines Blvd. Dallas, TX 75235<br>Capt. Richard D. Roebuck Jr. 214-590-4330   |

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.*

**214-698-2200 Office**



- 13) Dallas County Juvenile Justice Department  
Detention Center and Probation Department  
Detention Center Room B109  
Henry Wade Juvenile Justice Department  
2600 Lone Star Drive  
Dallas, TX 75212      214-698-2200
- 14) Dallas County Schools Police Department  
Juvenile Processing Room  
8035 E. R.L. Thornton Freeway, suite 111  
Dallas, TX 75228  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 15) Dallas County Sheriff's Department  
Rooms C3-6 & C3-7  
Frank Crowley Courts Building  
133 North Riverfront Blvd.  
Dallas, TX 75202  
Detective Billy Fetter 214-653-3495
- 16) Dallas Independent School District P.D.  
Holding Rooms A&B, Report Room, Shift  
Briefing Room  
1402 Seegar Street Dallas, TX 75215  
Deputy Chief Gary Hodges (by  
Communications Manager Wilford Davis)  
214-932-5610 or 214-932-5613
- 17) Dallas P.D.- Specialized Investigations  
Division – Operations Unit  
1400 S. Lamar St.  
Dallas, TX 75215  
Lt. Michael Woodbury/Detective R.P. Dukes  
214-671-4250/214-671-4255
- 18) Desoto P.D.  
"Juvenile" Booking and Processing Office  
714 E. Beltline Rd.  
Desoto, TX 75115  
Det. W. Tillman 469-658-3028
- 19) DFW International Airport P.D.  
Public Safety Station 1, Conference Room 154  
Small & Large Conference Room-CID  
2900 East 28<sup>th</sup> Street  
Airport, TX 75261  
Sgt. Kara Cooper      972-973-3561
- 20) Duncanville ISD - Byrd Middle School  
"Juvenile Processing Center" Room # 200F  
1040 W. Wheatland Road  
Duncanville, TX 75116  
Lt. Justin Essary      972-915-6429
- 21) Duncanville High School  
"Juvenile Processing Center"  
Rooms L105, L105A, A118, B167 & B167B, J112  
900 W. Camp Wisdom Rd.  
Duncanville, TX 75116  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 22) Duncanville Kennemer Middle School  
Room labeled as "Juvenile Processing Center"  
7101 W. Wheatland Road  
Dallas, TX 75249  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 23) Duncanville Police Department  
Juvenile Processing Room, located in Lobby  
203 E. Wheatland Road  
Duncanville, TX 75116  
Det. Kalef Jefferson      972-780-5037
- 24) Duncanville ISD - Reed Middle School  
"Juvenile Processing Center" Room # 509  
530 E. Freeman Road  
Duncanville, TX 75116  
Lt. Justin Essary      972-915-6429

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***To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.***

**214-698-2200 Office**

- 25) Eastfield Community College P.D.  
Room #N112-E  
3737 Motley Drive  
Mesquite, TX 75150  
Cpt. Michael Horak 972-860-8344
- 26) Eastfield Community College P.D.  
Pleasant Grove Campus  
Room #112-N  
802 S. Buckner Blvd.  
Dallas, TX 75217  
Cpt. Michael Horak 972-860-8344
- 27) Farmers Branch Police Department  
Juvenile Sect Rm. /Rm. 156  
Interview Room 204  
3723 Valley View Ln.  
Farmers Branch, TX 75244  
Sgt. T. Eoff 972-919-9352
- 28) Garland Police Department  
Room J1008 & J1015  
1900 W. State Street  
Garland, TX 75042  
Supervisor Don McDonald 972-485-4891
- 29) Glenn Heights Police Department  
Patrol Sgt. Office, Squad Rm, CID Office & Lt.  
Office  
550 E. Bear Creek  
Glenn Heights, TX 75154  
Det. Kevon L. Howard 972-223-3478
- 30) South Grand Prairie High School  
Room A122  
301 W. Warrior Trail  
Grand Prairie, TX 75052  
Chris Moore, S.R. Officer 972-522-2560
- 31) South Grand Prairie High School  
Dr. Vern Alexander Bldg., Room 101E  
305 W. Warrior Trail Grand Prairie, TX 75052  
Clint Blessing, S.R. Officer 972-237-4701
- 32) Grand Prairie High School  
Room 501  
101 High School Drive  
Grand Prairie, TX 75050  
Edward Rahman, S.R. Officer 972-809-5707
- 33) Grand Prairie Johnson D.A.E.P.  
Room 13  
650 Stonewall Drive  
Grand Prairie, TX 75052  
Louis Whittington, S.R. Officer 972-262-7244
- 34) Grand Prairie P.D.  
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010  
& 1029  
1525 Arkansas Lane  
Grand Prairie, TX 750502  
Officer Teresa Coomes 972-237-8746
- 35) Grand Prairie Young Men's Leadership  
Academy at Kennedy Middle School  
Room C110C  
2205 SE 4<sup>th</sup> Street  
Adrian Gilmore, S. R. Officer 972-522-3688
- 36) Highland Park Department of Public Safety  
Room 331 and Report Writing Room  
4700 Drexel Drive  
Dallas, TX 75205 and Dallas, TX 75209  
Detective Rusty Nance 214-559-9306

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| <p>37) Hutchins Police Department<br/> Patrol/Briefing Room<br/> 205 W. Hickman<br/> Hutchins, TX 75141<br/> Sgt. Frank Garcia 972-225-2225</p>  | <p>43) Lancaster P.D.<br/> Rooms A148 &amp; B122<br/> 1650 North Dallas Avenue<br/> Lancaster, TX 75134<br/> Assistant Chief W.C. Smith 972-218-2726</p>  |
| <p>38) Irving Police Department<br/> Juvenile Holding Area, Interview Lineup<br/> Report Writing Room, Report Writing Room,<br/> Community services Division School Resource<br/> Office, Juvenile Intake Lobby &amp; Youth<br/> Investigators Office<br/> 305 N. O'Connor Rd. Irving, TX 75061<br/> Lt. Monty Vincent 972-721-2456<br/> Lt. Byron Keyes 972-721-3610<br/> Invest. Jerry Sanderford 972-721-3731</p> | <p>44) Methodist Health System P.D.<br/> Front Lobby<br/> 1441 N. Beckley Ave<br/> Dallas, TX 75203<br/> Sgt. Det. Mary Manzay 214-947-8802</p>   |
| <p>39) Irving Police Department<br/> Report Writing Room<br/> 5992 Riverside Dr.<br/> Irving, TX 75039<br/> Lt. Monty Vincent 972-721-2456</p>   | <p>45) Mesquite Police Department<br/> Rooms 1016, 1019, 1021, 1022, 2008, 4045 &amp;<br/> 4047<br/> 777 North Galloway Avenue<br/> Mesquite, TX 75149<br/> Lt. Mitch Kovalcik 972-216-6796</p> |
| <p>40) Lancaster ISD P.D.<br/> Elsie Robinson Middle School<br/> Juvenile Processing Room LISD Police #86<br/> 822 W. Pleasant Run<br/> Office Keith Wilkerson 972-218-3086</p>  | <p>46) Ranch View High School<br/> "Juvenile Processing Office" room C1314<br/> 8401 Valley Ranch Parkway East<br/> Irving, Texas 75063<br/> Michael Huffman 972-968-5025</p>                   |
| <p>41) Lancaster ISD P.D.-Headquarters<br/> Juvenile Processing Room 603<br/> 814 W. Pleasant Run Road<br/> Lancaster, TX 75134<br/> Chief Sam Allen 469-261-8889</p>  | <p>47) Richland College P.D.<br/> Pecos Hall-Rooms P161, P163, P170 P172 &amp;<br/> Kiowa Hall-Room K110<br/> 12800 Abrams Road<br/> Richardson, TX 75243<br/> Lt. Sena 972-761-6758</p>        |
| <p>42) Lancaster ISD P.D.-Lancaster High School<br/> 'Juvenile Processing Office'<br/> Room G123, Police Office, Room C126A<br/> 200 Wintergreen Rd.<br/> Lancaster, TX 75134<br/> Chief Sam Allen 469-261-8889</p>  | <p>48) Richardson P.D.<br/> Youth Crimes Unit/Rooms D-207, D208 &amp; D211<br/> 140 North Greenville Avenue<br/> Richardson, TX 75081<br/> Sgt. Jaime Gerhart 972-744-4862</p>                  |

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***To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.***

- 49) Rowlett Police Department  
Room 3, Juvenile Processing Room  
4401 Rowlett Road  
Rowlett, TX 75088  
Lt. David Nabors 972-412-6215  
Detective David Mayne 972-412-6292
- 50) Sachse Police Department  
Juvenile Division & Youth Holding Area  
Rooms PS116 and PS118  
3815 Sachse Rd.  
Sachse, TX 75048  
Lt. Marty Cassidy 469-429-9822
- 51) Seagoville Police Department  
Law Enforcement Center -  
Interview Room and Patrol Room  
600 North Highway 175  
Seagoville, TX 75159  
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.  
Briefing Room 214  
3128 Dyer Street Dallas, TX 75205  
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.  
Room 215, 2<sup>nd</sup> Floor  
3800 University Boulevard  
Dallas, TX 75205  
Lieutenant John Ball 214-987-5360
- 54) UT Southwestern Medical Center Police Dept.  
Room BLC 206, BLC 214 & BLC 228  
6303 Forest Park Road  
Dallas, TX 75390-9027  
Lt. Jason Bailey 214-648-8311
- 55) Wilmer Police Department  
Warrant Office and Patrol Room  
219 E. Beltline Rd.  
Wilmer, TX 75172  
Sgt. Eric Pon 972-441-6565 Ext. 270

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.*

**214-698-2200 Office**



**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** April 24, 2017

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 24th day of April, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and
- WHEREAS,** the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and
- WHEREAS,** the Sachse Police Department maintains Juvenile Processing Offices, Rooms PS116 and PS118, located at the Sachse Police Department, 3815 Sachse Rd., Sachse, Texas 75048. The area was previously designated as an approved Juvenile Processing Office on April 27, 2015, by the Juvenile Department and the Dallas County Juvenile Board; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Sachse Police Department Juvenile Processing Offices, Rooms PS116 and PS118 located at the Sachse Police Department, 3815 Sachse Rd., Sachse, Texas 75048 were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on March 29, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas are clearly identified with affixed signage; and
- WHEREAS,** the Sachse Police Department Juvenile Processing Office complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepare*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates; and

**WHEREAS,** specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Juvenile Processing Offices for the Sachse Police Department, Rooms PS116 and PS118, located at 3815 Sachse Rd., Sachse, Texas 75048.

**DONE IN OPEN BOARD MEETING** this 24th day of April, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_ and seconded by \_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_ for the motion and \_\_ opposed.

Recommended by:

Approved by:

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Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**E.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Dr. Terry S. Smith**  
Director Juvenile Services  
Chief Juvenile Probation Officer

**Henry Wade Juvenile Justice Center**  
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

**MEMORANDUM**

**Date:** April 24, 2017

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Memorandum of Understanding between Youth Advocate Programs, Inc. and the Dallas County Juvenile Department – Evening Reporting Center Program

**Background of Issue:**

For over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcome-driven and cost-effective alternatives to the institutionalization of high risk, high needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. Their goal is to "Strengthen Communities one Biography at a Time." YAP is a nationally recognized, nonprofit organization exclusively committed to the provision of community-based alternatives to out-of-home care through direct service, advocacy and policy change. YAP successfully works with children, youth and adults across systems with a number of presenting needs. YAP currently operates programs in 22 states, serving over 11,000 individuals and families annually in urban, rural, and suburban settings. YAP's clients increasingly are multi-system involved and its programs have expanded to meet these challenges. YAP offers Child Welfare, Juvenile Justice, School-based, Behavioral Health and Developmental Disabilities programs for children, youth and adults in addition to Supported Work services.

YAP has provided services in Dallas County for 25 years. YAP operates under an inclusive intake policy. Under its "No Reject - No Eject" policy, the program will accept all referrals within budgetary and contractual parameters regardless of case histories, complexity of needs or behavioral characteristics. Acceptance into the program will carry with it a commitment to unconditional care. No youth or family will be unilaterally terminated due to case management problems or similar difficulties. Outcomes reports reflect that 80% of youth are released with a positive success rate. Eighty-five percent of youth are not rearrested within six months of discharge and 80% return to their communities upon discharge.

The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation who are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement a gang intervention prevention program from an outside vendor. The purpose of this brief is to request approval of a MOU with YAP Gang Prevention/Intervention providing programming for the ERC. Both YAP and Dallas County Juvenile Department Evening Reporting Center Program have an interest in better serving at-risk youth and offering them programs to turn their lives around, and create a pathway to success.

**Impact on Operations and Maintenance:**

Youth Advocate Programs, Inc. (YAP) will provide Intensive Gang Prevention/Intervention Services to youth enrolled in the Evening Reporting Center in Dallas County, TX. The objective is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. YAP services, provided by a current facilitator with Dallas County YAP, will include but not be limited to:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely

The YAP Facilitator will utilize the evidence-based, nationally successful Phoenix Curriculum enhanced by specific lessons from the GRADE (Gang Resistance and Drug Education) curriculum. Phoenix programming, accepted as evidence-based by the National Gang Center/OJJDP/Bureau of Justice Assistance, is used nationwide to address the risk factors underlying gang recruitment and gang involvement. The Phoenix Curriculum provides resources for both gang intervention programs and gang prevention programs. This will be a six session course meeting for 1.5 hours each session. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

All prospective YAP staff, including but not limited to full-time and part-time employees, contract staff, interns, volunteers, and case managers will undergo and pass a background check in order to participate in the program. The background checks will be administered by the Dallas County Juvenile Department; YAP understands that under no circumstances should staff be allowed to work with youth until they have cleared their background check by the Juvenile Department.

**Strategic Plan Compliance:**

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding post-disposition services with regard to treatment for youth/families involved in the juvenile justice system.

**Legal Information**

The Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

The Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,000 from Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc. This includes facilitating two 6- week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$2,000. The Juvenile Department will be invoiced after the conclusion of each 6-week rotation. The financial information has been reviewed by Ms. Carmen Williams, Budget Services Manager.



**Performance Impact Measures:**

As a result of the YAP Gang Prevention/Intervention curriculum students are encouraged to identify and enhance critical protective factors, or assets, which can help youth achieve healthy and productive lives. This process includes aspects of character education (the development of pro-social values and behaviors, such as the selection of pro-social friends, empathy for others, the development of positive goals, involvement with a personal support system, gang resistance and participation in positive community organizations and activities.)

Upon program completion, participants and parent will complete a satisfaction survey. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program. 2) The recidivism rate during and six months after exiting the program. 3) Scoring on the youth and parent satisfaction survey.

**Project Schedule/Implementation:**

This agreement is for May 1, 2017, until August 31, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Youth Advocate Programs Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

  
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

**Youth Advocate Programs, Inc. proposal to provide  
Gang Prevention and Intervention Services to the Evening Reporting Center**

For over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcomes-driven and cost-effective alternatives to the institutionalization of high risk, high needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. Thus, our goal is to "Strengthen Communities one Biography at a Time."

YAP is a nationally recognized, nonprofit organization exclusively committed to the provision of community-based alternatives to out-of-home care through direct service, advocacy and policy change. YAP successfully works with children, youth and adults across systems with a number of presenting needs. YAP currently operates programs in 22 states, serving over 11,000 individuals and families annually in urban, rural, and suburban settings. YAP's clients increasingly are multi-system involved and our programs have expanded to meet these challenges. YAP offers Child Welfare, Juvenile Justice, School-based, Behavioral Health and Developmental Disabilities programs for children, youth and adults in addition to Supported Work services. YAP has greatly enhanced services in the substance abuse prevention and intervention field through a merger with Santa Fe Youth Services in Tarrant County, Texas.

YAP has provided services in Dallas County for 25 years. YAP operates under an inclusive intake policy. Under its "No Reject - No Eject" policy, the program will accept all referrals within budgetary and contractual parameters regardless of case histories, complexity of needs or behavioral characteristics. Acceptance into the program will carry with it a commitment to unconditional care. No youth or family will be unilaterally terminated due to case management problems or similar difficulties.

Outcomes reports reflect that 80% of youth are released with a positive success rate. Eighty-five percent of youth are not rearrested within six months of discharge and 80% return to their communities upon discharge.

Youth Advocate Programs, Inc. (YAP) will provide **Intensive Gang Prevention/Intervention Services** to youth enrolled in the Evening Reporting Center in Dallas County, TX. The objective is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. YAP services, provided by a current facilitator with Dallas County YAP, will include but not be limited to:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely

The YAP Facilitator will utilize the evidence-based, nationally successful Phoenix Curriculum enhanced by specific lessons from the GRADE (Gang Resistance and Drug Education) curriculum.

**Youth Advocate Programs, Inc. proposal to provide  
Gang Prevention and Intervention Services to the Evening Reporting Center**

*The Phoenix Curriculum* provides gang prevention and gang intervention resources in two ways:

- A core evidence-based gang prevention program, *The Phoenix Curriculum* includes elements specifically designed for specific age ranges. It inoculates students against the highest risk factors for gang involvement. It also links students to the most available protective factors and assets.
- A gang intervention curriculum, a comprehensive set of nearly 100 different resources, designed for intervention with higher risk students in middle schools, high schools, and alternative schools.

Phoenix programming, accepted as evidence-based by the National Gang Center/OJJDP/Bureau of Justice Assistance (additional research is forthcoming), is used nationwide to address the risk factors underlying gang recruitment and gang involvement, the *Phoenix Curriculum* provides resources for both gang intervention programs and gang prevention programs.

***The Phoenix Curriculum*** guides the youth to develop ***self-efficacy*** in identifying and addressing the highest ***risk factors*** for substance abuse, violence, bullying, gang involvement, and other crime. In the case of Phoenix programs, self-efficacy will include the ability to recognize high risk people, places, things, and situations, and provide the youth with confidence that they can handle these risk factors effectively using their new capabilities. These new capabilities and skills include a range of coping options for avoidance, escape, refusal, gang resistance, and violence prevention.

- Offers over 50-hours of gang prevention/intervention lessons and activities using a standardized curriculum consisting of nearly four hundred pages of anti-gang strategies targeted at different age groups. Specific resources target common high-risk factors, including bullying, peer pressure, and gangs. Supplemental materials include interactive workbooks and videos.
- Is an evidence-based gang prevention program based on the New Jersey Juvenile Justice Commission's experience with the Phoenix Gang Intervention and New Freedom programs. It focuses on problem solving and problem-avoidance skills, refusal and escape skills, feelings management, gang resistance and impulse control skills, making visionary plans for the future, accepting responsibility and choosing a new path. *Youth will be taught how to recognize high-risk people, places, things and situations and will gain confidence in knowing that they can handle these risk factors effectively using their new capabilities.*

Program participants are also encouraged to identify and enhance critical protective factors, or assets, which can help youth achieve healthy and productive lives. This process includes aspects of character education (the development of pro-social values and behaviors, such as the selection of pro-social friends, empathy for others, the development of positive goals,

**Youth Advocate Programs, Inc. proposal to provide  
Gang Prevention and Intervention Services to the Evening Reporting Center**

involvement with a personal support system, gang resistance and participation in positive community organizations and activities.)

The program is strengths-building, designed to assist the youth in developing the protective factors that will increase their ability to choose positive behaviors, activities and friends, thus, lessening the chances of becoming involved in gang activity. *Youth emerge from the program with increased confidence in their ability to keep themselves safe in dangerous situations because they have developed self-protective abilities and evaluative skills to know how to use them.* (<http://www.phoenixcurriculum.com>).

The Spanish-language curriculum includes *Curriculo Phoenix, Recursos de los Programas de Desviación* (Spanish-language community program), and *Programa de Intervención de Pandillas* (Spanish-language gang intervention resources).



*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

**Memorandum of Understanding  
between the Dallas County Juvenile Dept.  
and Youth Advocate Programs, Inc.**

This Memorandum of Understanding ("MOU" or "Contract"), effective from May 1, 2017 to August 31, 2017 is entered into by Youth Advocate Programs, Inc. ("YAP" or "AGENCY"), a 501(c)(3) non-profit corporation, and the Dallas County Juvenile Department ("DCJD"). Although headquartered in Pennsylvania, YAP has worked with Dallas County authorities since 1995 to provide juvenile justice services that promote individual, family and community safety as well as fiscal responsibility. This MOU pertains to a Gang Prevention and Intervention Program to be offered by YAP at the Evening Reporting Center (ERC) in Dallas County TX.

**INCORPORATED DOCUMENTS**

All documents below are incorporated herein by reference. YAP agrees to provide the subject services in a manner that is consistent with each of the following:

- Attachment A: Contract Specifications/Scope of Work
- Attachment B: Juvenile Department Title VI Assurances.
- Attachment C: Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

In the event of any inconsistency between the provisions of This Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of This Contract shall take precedence.

**SCOPE OF WORK**

As further described in the Contract Specifications/Scope of Work (Attachment A), a trained YAP Facilitator will provide Gang Prevention and Intervention services for 1.5 hours per week at the Dallas County ERC. The YAP Facilitator(s) will provide training from, among other sources, the Phoenix Curriculum and GRADE Curriculum. Such services will be provided to up to 16 youth at a time who will meet once per week in cycles of 6 weeks each year round. While YAP will provide the Facilitator and lesson materials, the ERC will provide at no cost to YAP needed equipment, including a projector, screen and/or television.

**ASSURANCES**

1. This AGENCY understands that under no circumstances should individuals working on behalf of this AGENCY, under This MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. This AGENCY understands that the names of individual working on behalf of this AGENCY, under this MOU

*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

(including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.

3. This AGENCY understands that individuals, if any, involved in the YAP program on behalf of this AGENCY must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

4. This AGENCY must ensure that direct service staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. This AGENCY understands that individuals working on its behalf under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on the Prison Rape Elimination Act.

6. This AGENCY understands that individuals working on its behalf under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the DCJD's Media Policy and keep all information that they become privy to concerning the youth in the program confidential.

7. Unless provided by the ERC, this AGENCY will supply materials, equipment and durable goods necessary to the program.

8. Dallas County and the DCJD agree to allocate funds from its Office of the Governor, Criminal Justice Division (CJD) Grant that will be needed to support this Agency's efforts under this MOU.

9. YAP agrees to charge and the County agrees to pay \$1,000 (one thousand dollars) for each six week cycle consisting of six meetings, once per week. Total payment for FYE2017 will not exceed two thousand dollars (\$2,000.00). County's payment will be due to the AGENCY at the end of each six week session and within thirty (days) of receipt by DCJD of a verified and proper invoice from YAP in accordance with Texas Government Code, Chapter 2251.

10. YAP agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of This Contract and shall not render the County liable for interest or penalties, provided that any such delay shall not exceed thirty (30) days after its due date.

11. The AGENCY agrees to spend all funds it receives for this Contract from Dallas County in a manner consistent with the Contract Specifications of this MOU.

12. THIS AGENCY agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to This advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Title VI Assurances are attached to this MOU as Attachment B.

#### **CERTIFICATE OF INTERESTED PARTIES UNDER HB 1295**

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The HB 1295 Certificate is attached as Attachment C hereto.

#### **INSURANCE**

It is YAP's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. The AGENCY should also possess umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of This Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

- Bodily injury by accident – five hundred thousand dollars (\$500,000.00) each accident;
- Bodily injury by disease - five hundred thousand dollars (\$500,000.00) each employee; and
- Bodily injury by disease – five hundred thousand dollars (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

The AGENCY, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in This Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission

*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

by the AGENCY in performance of This Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

**CHOICE OF LAWS AND VENUE**

In providing Services required by This MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

**SEVERABILITY**

If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**SOVEREIGN IMMUNITY**

This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of This Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to This Contract.



*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

**EXECUTION**

This MOU may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives on the 24 day of APRIL, 2017.

[SIGNATURES APPEAR ON THE NEXT PAGE].

*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

**DALLAS COUNTY JUVENILE BOARD:**

BY: \_\_\_\_\_  
Dr. Terry Smith, Executive Director  
Dallas County Juvenile Department


BY: \_\_\_\_\_  
Judge Cheryl L. Shannon, Chairman  
Dallas County Juvenile Board

**APPROVED AS TO FORM\*:**

BY: \_\_\_\_\_  
Denika R. Caruthers, J.D  
Administrative Legal Advisor  
Dallas County Juvenile Department

**AGENCY'S NAME:**

BY: \_\_\_\_\_  
Richard Stottlemeyer, CFO  
Youth Advocate Programs, Inc.



1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));



Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64, Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### *C. Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### *D. Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

*E. Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Youth Advocate Programs, Inc.

[Signature]  
Signature, Authorized Representative of Contractor

march 30, 2017  
Date

Chief Executive Officer  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Youth Advocate Programs, Inc.  
Harrisburg, PA United States

Certificate Number:  
2017-185580

Date Filed:  
03/30/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County Juvenile Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JB-27  
Gang Prevention/Intervention group services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

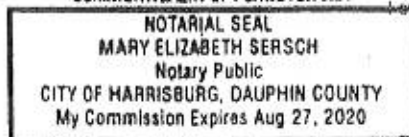
5 Check only if there is NO Interested Party.



6 AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Jeff Fleischer*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeffery Fleischer, CEO, this the 30<sup>th</sup> day of March, 20 17, to certify which, witness my hand and seal of office.

*Mary Elizabeth Sersch*  
Signature of officer administering oath

Mary Elizabeth Sersch  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: April 24, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 24th day of April, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

**WHEREAS,** for over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcome-driven and cost-effective alternatives to the institutionalization of high-risk, high-needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. It's our goal is to "Strengthen Communities one Biography at a Time." YAP is a nationally recognized, nonprofit organization exclusively committed to the provision of community-based alternatives to out-of-home care through direct service, advocacy and policy change. YAP successfully works with children, youth and adults across systems with a number of presenting needs. YAP currently operates programs in 22 states, serving over 11,000 individuals and families annually in urban, rural, and suburban settings. YAP's clients increasingly are multi-system involved and our programs have expanded to meet these challenges. YAP offers Child Welfare, Juvenile Justice, School-based, Behavioral Health and Developmental Disabilities programs for children, youth and adults in addition to Supported Work services ; and

**WHEREAS,** the Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation who are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement a gang intervention prevention program from an outside vendor. The Juvenile Department requests approval of a MOU with YAP Gang Prevention/Intervention to provide programming for the ERC. Both YAP and Dallas County Juvenile Department Evening Reporting Center Program have an interest in better serving at risk youth and offering them programs to turn their lives around, and create a pathway to success; and

**WHEREAS,** Youth Advocate Programs, Inc. (YAP) will provide Intensive Gang Prevention/Intervention Services to youth enrolled in the Evening Reporting Center in Dallas County, TX. The objective is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. YAP services, provided by a current facilitator with Dallas County YAP, will include but not be limited to:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely; and

- WHEREAS,** this will be a six-session course that will meet for 1.5 hours each session. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC. Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and
- WHEREAS,** all prospective YAP staff, including but not limited to full-time and part-time employees, contract staff, interns, and volunteers, will undergo and pass a background check in order to participate in the program. The background checks will be administered by the Dallas County Juvenile Department; YAP understands that under no circumstances should staff be allowed to work with youth until they have been cleared by the Juvenile Department; and
- WHEREAS,** this request complies with the Dallas County Strategic Plan: Vision 3 - Dallas County *is safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and
- WHEREAS,** the Memorandum of Understanding has been reviewed and approved as to form by Ms. Denika Caruthers, Juvenile Department Administrative Legal Advisor; and
- WHEREAS,** the Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,000 from Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc. This includes facilitating one session per week in two 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$2,000. The Juvenile Department will be invoiced after the conclusion of the each six week rotation. The financial information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and
- WHEREAS,** this MOU may be terminated upon 30 day written notice by either party. This MOU represents the entire understanding of both parties with respect to this partnership. This agreement will be reviewed on an annual basis by both parties.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Memorandum of Understanding between Youth Advocate Programs, Inc. and the Dallas County Juvenile Department Evening Reporting Center. Additionally, the Dallas County Juvenile Board authorizes the Chairperson to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 24<sup>th</sup> day of April, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_ for the motion and \_\_\_\_ opposed.

Recommended by:

Approved by:

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Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

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Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## F.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Dr. Terry S. Smith**  
Director Juvenile Services  
Chief Juvenile Probation Officer

**Henry Wade Juvenile Justice Center**  
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

**MEMORANDUM**

**Date:** April 24, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Approval of Contract with Ellis County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

**Background of Issue:**

In October 2016, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Ellis County, Chatrinia Johnson, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. Ellis County does not have a Detention Center, and has been contracting with Lake Granbury to supervise youth from their county who are in need of secure detention. Chief Johnson stated that often times Lake Grandbury does not have any beds available resulting in a need for additional pre adjudication beds. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County, Parker County and Johnson County as part of Texas Juvenile Justice Department's Regionalization Plan mandated by SB1360 from the 84<sup>th</sup> legislative session. The Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of detained youth has been significantly below this capacity for the last several years. This Department believes that entering into a contract with Ellis County for a small number of pre-adjudication beds is advantageous to both counties, and endorses approval for entering into such a contract. The Dallas County Juvenile Department has capped the total amount of beds to be contracted with all counties at seventeen (17) any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.

**Impact on Operations and Maintenance:**

Ellis County has supplied statistical data in regards to their usage of pre-adjudication detention while contracting with other counties in the North Texas Region. In the last year (since February 1, 2016), they averaged having six (6) youth per day in Lake Granbury Detention Center. Their average length of stay for detained youth was approximately twenty eight (28) days. With the projected youth needing pre-adjudication detention services, the impact on our Detention Center's operations would be minimal. These youth would fit into our staffing ratios without the need for additional staff. The proposed contract mandates that Ellis County would be responsible for all transportation to and from Ellis County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with Parkland administration staff, and they agree with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment, which could potentially increase our reimbursements from TEA and Region X. We are charging a per diem of \$140 per youth, which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention Center, which we believe far exceeds what most detention centers can offer. If approved, the proposed contract will begin May 1<sup>st</sup>, 2017, and last until April 31<sup>st</sup>, 2018.

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.  
214-698-2200 Office*

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources.

**Legal Impact:**

The Contract and Agreement for Pre-Adjudication Detention Services for Juvenile Offenders was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department. The contract also requires the signatures of the Chief Justice Probation Officer Dr. Terry Smith; Juvenile Board Chair, Judge Cheryl Lee Shannon; the Dallas County Judge, Judge Clay Jenkins; and the Ellis County Juvenile Board Chair, Ms. Cindy Ermatinger.

**Financial Impact/Considerations:**

Ellis County Juvenile Department will be responsible for the daily rate of \$140 per youth for every youth that is detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager. Since August of 2016, Dallas County has earned @\$107,100 by contracting beds with Parker and Kaufman County.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's proposed contract with the Ellis County Juvenile Department to house that County's youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center.

**Recommended by:**



Dr. Terry S. Smith, Director  
Dallas County Juvenile Department





This contract shall automatically renew with the same terms and conditions unless within sixty (60) days prior to the expiration of the contract, one party gives notices to the other party regarding any changes to the terms and conditions of the contract.

If either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing within 30 days, by certified mail or personal delivery to its principal office, of its intention to terminate the contract.

After receipt of notice of termination, the CONTRACT shall terminate, become null and void and be of no further force and effect. CONTRACT County shall remove all youth placed in the facility on or before the termination date.

(2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior counseling to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document paraprofessional counseling, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the youth outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.

(3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount. The Dallas County Juvenile Department has capped the total amount of beds to be contracted for all counties at sixteen (16). Any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.

(4) If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to indemnify and hold harmless Dallas County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of



such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome McNeil Jr. Juvenile Detention Center.

(5) Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.

(6) Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(7) A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.

(8) If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.

(9) Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.

(10) It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.

(11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(12) Dallas County agrees to Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of

the County which are directly pertinent to that specific contract for the purpose of making audit, experimentation, excerpts and transcriptions for a period of seven (7) years, or until pending litigation, claim audit or review and all questions arising therefrom have been resolved.

(13) Dallas COUNTY shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the CONTRACT County's request for information made concerning CONTRACT County's youth during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

DALLAS COUNTY agrees that it will permit CONTRACT County to examine and evaluate its program of services provided under the terms of the contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of DALLAS COUNTY and the youth when deemed necessary.

(14) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit CONTRACT County, its agents, servants, or employees in any way to manage, control, direct, or instruct Dallas County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facility.

(15) It is further understood and agreed by the parties hereto that prior to any youth's admission to the facility, the CONTRACT County shall provide verification and documentation of the following: a tuberculosis test with received results no more than 365 calendar days prior to the admission date; a medical examination conducted by a physician, physician's assistant, or nurse practitioner within 365 calendar days of the admission date; and a psychological evaluation or behavioral health assessment completed no more than 365 calendar days prior to the admission date.

#### DEFAULT

2.1 CONTRACT County may, by written notice of default to Dallas County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Dallas County fails to perform the work called for by this contract within the time specified herein, or

(b) If Dallas County fails to perform any of the provisions of this contract, or fails to perform the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not

cure such failure within a reasonable period (or such extensions as authorized by CONTRACT County in writing) after receiving notice of default.

- 22 Except with respect to defaults of subcontractors, Dallas County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Dallas County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Dallas County shall not be liable for any excess costs for failure to perform.

ARTICLE II  
OFFICIALS NOT TO  
BENEFIT

- 3.1 No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Dallas County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- 3.2 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive here from.
- 3.3 No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.
- 3.4 Dallas County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

ARTICLE III  
EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 During the performance of this contract, Dallas County agrees as follows:
- (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees

are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Dallas County will in all solicitations or advertisement for employees placed by or on behalf of Dallas County, state that all qualified applicants for positions in the facility will receive consideration for employment without regard to race, color, religion, sex, or national origin.

#### ARTICLE IV DUTY TO REPORT

5.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, DALLAS COUNTY, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
  - 1. Local law enforcement agency; and
  - 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
  - 3. With respect to juveniles placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.
- B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
  2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
  3. With respect to children placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.
- 5.2 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or DALLAS COUNTY of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 5.3 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
  - B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
  - C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
  - D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.



- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE V  
PRISON RAPE ELIMINATION  
ACT

- 5.4 Dallas County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero- tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.
- 5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]
- 5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.
  - A. Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
  - B. CONTRACT County may conduct their own audit, at any time, to determine

DALLAS COUNTY'S compliance with PREA standards.

1. Dallas County shall assist fully with any and all audits.

ARTICLE VI  
APPLICABLE  
LAW AND  
VENUE

- 6.1 This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Exclusive venue for any litigation arising from this Contract shall be in **DALLAS COUNTY**, Texas.

ARTICLE VII  
INDEMNIFICATION

- 7.1 Deleted by Agreement.

ARTICLE VIII  
SOVEREIGN IMMUNITY

- 8.1 This CONTRACT shall not be interpreted to inure to the benefit of a third party not a party to this CONTRACT. This CONTRACT may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this CONTRACT, party's agent, or party's employee, otherwise provided by law.

ARTICLE IX  
LEGAL CONSTRUCTION

- 9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE X  
EXECUTION

10.1 This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of Youth who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by CONTRACT County for such youth placed in the facility by the Judge of CONTRACT County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective. Executed in duplicate this 05<sup>th</sup> day of April 2017, to be effective \_\_\_\_\_1, 2017, each copy hereof shall be considered an original copy for all purposes.

**DALLAS COUNTY JUVENILE BOARD:**

APPROVED AS TO FORM:

BY: Judge Cheryl L. Shannon  
Chairman of the Dallas County Juvenile Board

By:

Denika R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department


**RECOMMENDED:**

BY: Dr. Terry S. Smith  
Director of Juvenile Services  
Chief Juvenile Probation Officer

**COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS**

Clay Jenkins, County Judge  
and Presiding Officer of  
Said Court Dallas County, Texas

**Ellis County Juvenile Board:**

  
Cindy Ermatinger  
Juvenile Board Chairperson

  
Chairman Johnson  
Chief Juvenile Probation Officer

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));



Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

*C. Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

*D. Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.


A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

**E. Enforcement**

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Ellis County Juvenile Services

  
Signature, Authorized Representative of Contractor

2-8-17  
Date

443rd District Court Judge  
Title

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX  
**DATE:** April 24, 2017  
**STATE OF TEXAS** §  
**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 24th day of April, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** the Ellis County Juvenile Department has requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contract with Lake Grandbury often results in no beds being available when needed; and
- WHEREAS,** the Juvenile Department currently has a contract in place with Kaufman County, Parker and Johnson County Juvenile Departments for detention beds, which has been a successful collaboration, since August of 2016, Dallas County has earned @\$107,100 by contracting beds with Parker and Kaufman County, and the Juvenile Department has also agreed to contract out Post-Adjudication beds at our Letot Girls RTC and our Youth Village Youthful Sexual Offenders program in collaboration with TJJD's Regionalization Plan; and
- WHEREAS,** due to the number of anticipated detention beds being needed by Ellis County, the impact on our detention center would be minimal and would not require additional staff or resources at this time; and
- WHEREAS,** the Dallas County Juvenile Department has capped the amount of total beds to be contracted with all counties at sixteen (16) and any additional beds will require an administrative approval by the Dallas County Juvenile Chief Probation Officer; and
- WHEREAS,** the contract with Ellis County would be in effect from May 1<sup>st</sup>, 2017, to April 30<sup>th</sup>, 2018; and would require a per diem to be paid to Dallas County in the amount of \$140 per youth; and
- WHEREAS,** the recommended contract was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

***Approval of Contract with Ellis County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center***  
***Page 2***

**WHEREAS,** this contract would also require the signatures of the Chief Juvenile Probation Officer, the Juvenile Board Chair of Dallas County, the County Judge of Dallas County, and the County Judge of Ellis County.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Juvenile Department's recommendation to enter into a contract with Ellis County Juvenile Department for utilization of bed space at the Dr. Jerome McNeil Jr. Juvenile Detention Center for youth requiring pre-adjudication detention services from Ellis County.

**DONE IN OPEN BOARD MEETING** this 24th day of April, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_ for the motion and \_\_ opposed.

Recommended by:

Approved by:

\_\_\_\_\_  
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## G.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Dr. Terry S. Smith**  
Director Juvenile Services  
Chief Juvenile Probation Officer

**Henry Wade Juvenile Justice Center**  
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

**MEMORANDUM**

**Date:** April 24, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Renewal of Licensure as Substance Abuse Treatment Facilities for the Substance Abuse Unit and Residential Drug Treatment program

**Background of Issue:**

The Dallas County Juvenile Department has provided substance abuse treatment services through the Dallas County Juvenile Services Substance Abuse Unit (SAU) and the Dallas County Residential Drug Treatment program (RDT), funded from the Juvenile Department's Dallas County budget.

RDT is located in the Dr. Jerome McNeil Jr. Detention Center and was initially licensed on August 13, 2009 as a 70 bed, intensive drug treatment program providing chemical dependency treatment for both male and female clients ages 13-17 who are involved in the Juvenile Justice System. This program is licensed by the Texas Department of Health Services and provides a minimum 30 hours of treatment-related services per week including individual, group, and family counseling. Other services include education, social skills, and relapse prevention. The program is 3-6 months in length based on treatment needs. There are six (6) Drug Intervention Specialists on staff, one (1) Clinical Supervisor, and one (1) Clinical Coordinator.

SAU is located at 414 South R.L. Thornton Freeway, Dallas, TX 75203, and was initially licensed on January 13, 1994, as an outpatient drug treatment program providing chemical dependency treatment for up to 160 male and female clients ages 13-17 who are involved in the Juvenile Justice System. This stand-alone facility is licensed by the Texas Department of Health Services and provides up to 15 hours of treatment-related services per week including group, multi-family, family, gender specific, life skills, physical education and health therapy. The services offered include Chemical Assessments, Drug Intervention, Supportive Outpatient Program, Day Treatment, and Aftercare. Those participating in Day Treatment also receive 6 hours of education per day provided by the department's charter school, the Academy for Academic Excellence. A participant is eligible to graduate from the program once they complete 75% of their treatment goals, has at least 60 days sobriety and has completed a detailed relapse prevention plan. Staff at SAU include four (4) JSO's, two (2) secretaries, 16 Drug Intervention Specialists, one (1) Assistant Supervisor, one (1) Supervisor, and one (1) Program Manager.

The purpose of this briefing is to request approval to renew the licenses for SAU and RDT as Substance Abuse Treatment facilities.

**Impact on Operations and Maintenance:**

SAU and RDT offered Substance Abuse Treatment services to 746 juvenile participants ages 13-17 during the calendar year of 2016. The renewal of licensure as Substance Abuse Treatment facilities will allow these two facilities and their programs to continue to serve the needs of the youth who have been referred to the Dallas County Juvenile Department and need substance abuse treatment. Licensures are renewed every two years as

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.  
214-698-2200 Office*

required by the Texas Department of Health Services, under the Regulatory Licensing Unit/Facility Licensing Group – MC2003, License #546, Client #6801 for the estimated cost of \$3,900.00. Funding would be provided by the Dallas County Juvenile Department's General Fund.

**Strategic Plan Compliance:**

This request complies with the Dallas County Strategic Plan: Vision 3- *Synergize public safety programs and services across the County with regard to the treatment of youth/families involved in the juvenile justice system.*

**Legal Information:**

The renewal will allow the Substance Abuse Treatment Facilities of SAU and RDT to meet the licensure requirements through the Texas Department of State Health Services.

**Financial Impact/Considerations:**

The total estimated cost for licensure renewals for SAU and RDT to operate as Substance Abuse Treatment facilities is \$3,900.00 for two years. Funding will come from coding 120-5110-2150 (license and permit fees). The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:**

The programs available through SAU and RDT meet the needs of the youth who have been referred to the Dallas County Juvenile Department and need substance abuse treatment.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board authorize the Juvenile Department to renew the Texas Department of State Health Services, Substance Abuse Facility Licensing Group – MC2003, License #546, Client #6801 as required to continue operation of SAU and RDT.

**Recommended by:**



Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: April 24, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 24<sup>th</sup> day of April, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

**WHEREAS,** the Dallas County Juvenile Board was briefed on April 24th, 2017, regarding the Juvenile Department's request to approve payment in the amount of \$3,900.00 for the renewal of licensure for the Substance Abuse Unit (SAU) and Residential Drug Treatment (RDT) as Substance Abuse Treatment facilities; and

**WHEREAS,** these facilities are required to be licensed as Substance Abuse Treatment facilities by the Texas Department of State and Health Services; and

**WHEREAS,** a continuation of available programs for substance abuse treatment through SAU and RDT would be available to up to 230 youth referred to Dallas County Juvenile Services with chemical dependencies; and

**WHEREAS,** a renewal fee of \$3,900.00 will be paid to the Texas Department of State and Health Services; and

**WHEREAS,** this fee of \$3,900.00 will be charged to the Dallas County Juvenile Services general fund, coding 120-5110-2150 (License and Permit fees); and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan-Vision 3: *Synergize public safety programs and services across the County with regard to the treatment of youth/families involved in the juvenile justice system.*

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve payment in the amount of \$3,900.00 to the Texas Department of Health Services for the renewal of licensure for the Substance Abuse Unit (SAU) and Residential Drug Treatment (RDT) as Substance Abuse Treatment facilities;

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the funds for renewal fee of \$3,900.00 be charged to the Dallas County Juvenile Services general fund.

**DONE IN OPEN BOARD MEETING** this 24<sup>th</sup> day of April, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_ for the motion and \_\_ opposed.

Recommended by:

Approved by:

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Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## H.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Dr. Terry S. Smith**  
Director Juvenile Services  
Chief Juvenile Probation Officer

**Henry Wade Juvenile Justice Center**  
2600 Lone Star Drive, Box 5      Dallas, Texas 75212

**MEMORANDUM**

**Date:** April 24, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz – 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems

**Background of Issue:**

The Clinical Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. In order to provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These conferences have been attended by approximately 100 or more participants yearly and all costs associated with the conference were covered by registration fees. The 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems was briefed and approved before the Juvenile Board on October 24, 2016.

The Juvenile Department is requesting approval of the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz, to speak at the 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems.

**Operations Impact:**

The 2017 workshop is scheduled for May 4-5, 2017 and will be held at the Henry Wade Juvenile Justice Center. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, Texas Juvenile Justice Department (TJJD) Parole Officers, and Juvenile Probation Officers.

**Strategic Plan Compliance:**

This request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County*; as evidenced by the opportunities for training made available to staff for the treatment of referred youth with sexual behavior problems.

**Legal Information:**

The Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz was approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the agreement. The Professional Services Agreement is included in this briefing as Attachment One.

**Financial Impact / Considerations:**

Expenses include \$1,300/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of @ \$27,000. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Recommendation:**

It is recommended the Dallas County Juvenile Board approve the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz.

**Recommended by:**

  
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

STATE OF TEXAS

§  
§  
§  
§

THE COUNTY OF DALLAS

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**Dallas County**

**And**

**Dr. George Leibowitz**

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Juvenile Department, and Dr. George Leibowitz, under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as described in the Scope of Services Section below in this Agreement.

**Overview Workshop**

<b>Description</b>	<b>Dates</b>	<b>Fees</b>
Two day conference hosting 150 – 200 participants	May 4-5, 2017	\$1,300/day – speaker's fees Up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; \$35/day - food)

**Training Participation**

**Dallas County Juvenile Department** agrees to limit participation in the training and consultation to the maximum number of participants listed in the table above.

Training Logistics

All costs and preparations associated with hosting this training will be incurred solely by **Dallas County Juvenile Department**. These costs may include, but are not limited to, the training site room rental, catering, continuing education, long-distance phone calls and audiovisual equipment.

Travel policy:

DR. GEORGE LEIBOWITZ will be reimbursed for all travel expenses incurred via airplane, train and car. DR. GEORGE LEIBOWITZ will be responsible for all travel arrangements. Travel expenses will be reimbursed for DR. GEORGE LEIBOWITZ up to \$1,000.00 as outlined in the above workshop overview.

Lodging Policy:

DR. GEORGE LEIBOWITZ will be reimbursed for all lodging expenses incurred. DR. GEORGE LEIBOWITZ will be responsible for all lodging arrangements. Lodging will be reimbursed up to \$100.00 a day.

Payment

All invoices will be submitted to **Dallas County Juvenile Department**. Payment should be made to "Dr. George Leibowitz" and is due within 30 days of the onsite the onsite training and consultation. Billing for the trainers' travel expenses will be invoiced separately. Payments will be made only on those items submitted and appropriately invoiced per Dallas County Policy.

Sovereign Immunity

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all other defenses applicable to local governmental entities and public officials under federal and state law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**INDEMNIFICATION**

**DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE:**

(1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY,



WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER. APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER

**ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.**

**THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.**

**THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.**

#### Insurance

Within ten (10) days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars (\$100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained

within the bid specifications.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing commercial automotive liability insurance covering all owned, hired, and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.
2. Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
- (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
  - (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
  - (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
  - (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

- (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
  - (f) Provide for notice to the County at the address shown below by registered mail.
  - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
  4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
  5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
  6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder.

Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6<sup>th</sup> Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.



9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
  - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
  - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
  - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
    - (1) termination of this Agreement;
    - (2) demand on any bond, as applicable;
    - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
    - (4) any combination of the above.
  - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
13. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under



this Agreement.

14. Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self-insurance carried for liability arising out of operations under this Agreement.
16. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

#### Governing Law and Venue

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for and litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas

**Training Agreement Between the Dallas County Juvenile Department and Dr. George Leibowitz**

Page 10 of 10

County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this agreement (Exhibit A).

**CERTIFICATE OF INTERESTED PARTIES 1295**

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. (Exhibit B).

**Dallas County Juvenile Department** acknowledges, understands, and agrees that **Dr. George Leibowitz** training seeks to assist therapists in understanding the treatment of youth with sexual behavior problems.

**DALLAS COUNTY JUVENILE BOARD**

BY: \_\_\_\_\_  
Judge Cheryl Shannon, Chairman

Dallas County Juvenile Board

BY: \_\_\_\_\_  
George Leibowitz, Ph.D., LICSW  
Professor  
Stony Brook University

**RECOMMENDED:**

\_\_\_\_\_  
BY: Dr. Terry S. Smith, Director

Dallas County Juvenile Department

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Denika R. Caruthers, J.D.

Administrative Legal Advisor

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** April 24, 2017

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 24<sup>th</sup> day of April, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

**WHEREAS,** the Dallas County Juvenile Board was briefed on the Dallas County Juvenile Department's request to approve the Professional Services Agreement between the Dallas County Juvenile Department and Dr. George Leibowitz; and

**WHEREAS,** the Professional Services Agreement allows for Dr. Leibowitz to speak at the 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems; and

**WHEREAS,** the 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems is a two-day conference with an estimated 150-200 participants which was briefed and approved by the Juvenile Board on October 24, 2016, JB Order 2016-111 and briefed and approved by Commissioners Court on November 15, 2016, CC 2016-2016-1424 ; and

**WHEREAS,** the fees will include: \$1,300/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of @ \$27,000.; and

**WHEREAS,** This request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County*; as evidenced by the opportunities for training made available to staff for the treatment of referred youth with sexual behavior problems.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the request of the Juvenile Department to approve the Professional Services Agreement between the Juvenile Department and Dr. George Leibowitz to speak at the 17<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Chairman of the Dallas County Juvenile Board is authorized to sign the Professional Services Agreement on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 24<sup>th</sup> day of April, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_, and seconded by \_\_, and duly adopted by the Juvenile Board on a vote of \_\_ for the motion and \_\_ opposed.

Recommended by:

Approved by:

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Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# DISCUSSION ITEMS VI.





# DISCUSSION ITEM

I.



## **Academy for Academic Excellence Director's Report March 2017**

March 6<sup>th</sup> kicked off the Texas English Language Proficiency Assessment System (TELPAS) for all grades. TELPAS fulfills federal requirements for assessing English language proficiency of English Language Learners (ELLs) in four (4) language domains: listening, speaking, reading and writing.

All schools had Spring Break the week of March 13<sup>th</sup>.

The week of March 28<sup>th</sup> students took STAAR and End of Course (EOC) tests.

AAE purchased eleven (11) new novels, with teacher resource materials, to support the district's initiative 'promoting literacy'. The novels are used in the English/Language Arts classes to promote language and literacy for English Language Learners (ELLs) but benefit all students.

AAE also purchased additional math and science textbooks for grades 8-10, our highest enrollment grade levels.

AAE assisted fifty (50) families from the Food Bank and three (3) families from the Clothing Closet.

**ACADEMY FOR ACADEMIC EXCELLENCE**  
**CHARTER SCHOOL REPORT**  
**March 2017**

**DR. JEROME MCNEIL JR. DETENTION CENTER / AAE CAMPUS (001):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>259</b>
SPED - Total Students	49
ESL - Total Students	47

**Instruction at a Glance**

The Content Teams focused on the upcoming STAAR/EOC test and TELPAS Reading and reviewed STARR procedures and the campus test plan. Teachers also completed the online State Assessment Review Course to review testing procedures. All teachers passed and received module completion certificates.

The learning objective for this month involved focus on the readiness standards for the March STAAR/EOC Test Administration. This included re-teaching and learning the writing process, reading and analyzing literature across various genres, reviewing STAAR-related vocabulary, and proofreading and editing texts for clarity. Students practiced writing expository theses, transitioning thought processes, strategies on where to begin, and vocabulary used on the STAAR test.

In our efforts to focus on individualized learning, we continue to investigate better ways to differentiate instruction and to ensure that students are prepared for the increased rigor of the state assessments (STAAR tests). The teachers used The Texas Curriculum Management Program Cooperative (TCMPC) focus documents and assessments to design lessons that will help determine the students' strengths and weaknesses in preparation for the upcoming STAAR administration. The staff is committed to raising the academic bar and preparing our students to reach it.

**DAY REPORTING CENTER - CAMPUS (002):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>37</b>
SPED - Total Students	05
ESL - Total Students	08

**Instruction at a Glance**

**GED/Credit Recovery**

Students celebrated their accomplishments by having a pizza party. The remaining students were encouraged to finish so that they can participate in the graduation ceremony to be held at the end of the school year.

**Traditional**

Students completed writing samples in every class in preparation for STAAR writing and TELPAS. They prepared for the STAAR using a STAAR Prep Questions Board. Students worked on the types and forms of media available today. Students also worked on analyzing information by sequencing, categorizing, identifying cause-and-effect relationships, comparing and contrasting, finding the main idea, summarizing, making generalizations, making predictions, drawing inferences, and drawing conclusions.



**MEDLOCK/YOUTH VILLAGE CAMPUS – (003):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>116</b>
Medlock Students	72
Youth Village Students	33
Youth Village Youth Offenders	11

<b>SPED - Total Students</b>	<b>34</b>
Medlock SPED	23
Medlock 504	01
Youth Village SPED	10
Youth Village 504	00

<b>ESL – Total Students</b>	<b>09</b>
Medlock ESL	05
Youth Village ESL	04

**Instruction at a Glance**

As Spring rolls in Medlock and Youth Village continues to shine and is proud to acknowledge significant gains in participation during STAAR testing. We are especially thankful of the extra efforts of our teachers and clerical staff who worked with students to help emphasize the importance of taking the state assessment seriously.

Medlock and Youth Village campus conducted several activities to celebrate Women's History Month, teaching students the importance of showing appreciation for those women who have contributed to the development of this country and who advocated for the advance of human rights and social justice. Celebrating Women's History Month, the Medlock and Youth Village students assisted the staff in designing the bulletin board and decorating the halls.

Medlock and Youth Village English teachers designed a TEKS-based lesson where student wrote essays on celebrating the legacy of different female leaders of different eras and movements. Throughout the month, Medlock and Youth Village staff honored the contributions of women with a host of engaging activities that included all content areas, such as a tribute to the leaders of the Women's Suffrage Movement, reenactment and discussion of Rosa Parks' involvement in the Montgomery Bus Boycott, and debates on modern day movements led by women such as Angela Davis, Cecelia Richards, Roslyn Brock, Tamika Mallory and America Ferrera.

Continuously promoting our collaborative spirit, the Medlock and Youth Village content teams have been conducting cross-curriculum meetings to better plan our lessons and create consistency throughout the content areas.

In an effort to stimulate pride in the campus, the staff honored several A/B honor roll students for the 4<sup>th</sup> six weeks. In addition, we recognized the Students/Residents of the Week for the month of March.

**Dallas Chamber Symphony**

The Dallas Chamber Symphony conducted a three-concert series for the students at Youth Village. Students developed an appreciation for various types of music and learned various character building and leadership skills during these interactive concert sessions. Each concert focused on different elements necessary for becoming a leader and developing positive decision-making skills. Students were highly engaged and look forward to subsequent performances. We are looking to continue this relationship with the Dallas Chamber Symphony in the fall semester pending securing of funding.

**State Assessment**

The Medlock Youth Village participated in the first round of the Spring STAAR test administration. Teachers have been using STAAR release test as diagnostic test on all of the students in order to identify the students' strengths and weaknesses in preparation for the test and will continue as they prepare for the May administration. The Data Controller and the Testing Team are researching those students who will be testing in the Spring Administration.

**SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>38</b>
SPED Total Students	05
ESL Total Students	12

**Instruction at a Glance****English**

Students worked hard preparing for the STAAR test by working on testing strategies and practice tests. Students also finished writing samples to prepare for TELPAS testing.

**Career and Technology**

Students learned about:

- 1) Microsoft Word Formatting
- 2) Creating a Microsoft Word Flyer
- 3) EXCEL Formatting
- 4) Creating an EXCEL Spreadsheet
- 5) Odysseyware assignments
- 6) EXCEL Weather assignment (Cross Curriculum)

**Science**

Students began a unit where they learned to make crystals to study molecular structures. They also planted their own plants in green-bean cans that they saved. They monitor the plants daily and were thrilled to see the progress when the seeds sprouted.

**Credit Recovery**

Students recovered 10 credits.

**Math**

Students worked on quadratic equations with one variable and learned to calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval.

**LETOT CAMPUS (005):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>25 shelter/14 RTC</b>
SPED Total Students	2 shelter/4 RTC
ESL Total Students	5 shelter/4 RTC



**Instruction at a Glance**

- Shelter and RTC Teachers planned and offered group and individual instruction in preparation for the first round of state testing at the end of the month. (7<sup>th</sup> Writing, 8<sup>th</sup> Math and Reading, and End Of Course English I and II) The week of testing went smoothly and students seemed to genuinely be focused on giving their best effort on their tests. Students not testing were supportive and cooperative taking part in planned engaging activities by education and facility staff.
- ESL students completed the online Reading TELPAS test.
- Students have regularly started checking books out of the RTC library.
- RTC students contributed in writing and artistically to the thematic hall board and display in acknowledgement of Women's History Month. Our RTC theme: What's your pot of gold?

**Campus Life at a Glance**

- RTC students were excited about enjoying the weather during Spring Break. A talent show took place during the break and some of the teachers helped them practice and prepare for the event that was enjoyed by all.

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of March 2017:			District Total Enrollment: 474		
District Average Attendance			444 (93.47%)		
District Special Education Student Population			142 (29.89%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	256	35	110	36	37
New Students	142	13	12	21	24
Withdrawals	140	25	12	18	21
Avg. Daily Attendance	255	16	109	28	36
Avg. Daily Enrollment	256	35	110	36	37
Attendance Average	99.61%	45.71%	99.09%	77.78%	97.30%

Demographics										
CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	49	18.92%	08	20.00%	00	0.0%	06	15.79%	34	87.18%
Male	210	81.08%	32	80.00%	110	100%	32	84.21%	05	12.82%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	0		0		1		0		0	
6	7		1		13		1		0	
7	37		6		11		1		4	
8	35		8		17		6		10	
9	128		20		45		20		18	
10	43		5		21		7		6	
11	8		0		2		3		1	
12	1		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	0		0		1		0		0	
12	3		1		5		0		0	
13	11		0		7		0		4	
14	22		2		16		1		11	
15	72		7		18		7		10	
16	103		14		36		15		12	
17	48		15		27		15		2	
18+	0		1		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	105	40.54%	18	45.00%	70	63.64%	5	13.16%	17	43.59%
Caucasian	26	10.04%	0	00.00%	7	06.36%	2	05.26%	3	07.69%
Hispanic	127	49.03%	22	55.00%	30	27.27%	30	78.95%	19	48.72%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.39%	0	00.00%	3	02.73%	1	02.63%	0	00.00%



# ACTION ITEMS

## VII.



# EXECUTIVE SESSION VIII.